

SPECIAL PROVISIONS

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1. Description and Location

The project is located at various locations in the City of East Palo Alto, California.

The project consist of furnishing all tools, equipment, apparatus, facilities, labor, transportation and material necessary to perform site preparation and improvements for the ANNUAL STREET RESURFACING PROJECT 2022 in accordance with these plans and specifications.

2. Pre-Bid Conference

N/A

3. Contractor's License

Contractor shall be licensed under the provisions of chapter 9, Division 3 of the Business and Profession Code of the State of California to do the type of work contemplated in the project. The general class or type of work called for under the contract requires a class "A" Contractor license. Contractor shall maintain this license for the duration of the work.

4. Preconstruction Conference

The City will schedule a preconstruction conference to be held within 10 calendar days of the date specified in the Notice to Proceed.

5. Time for Completion

Contractor has seventy (70) working days to complete the project from the date specified in the Notice to Proceed.

6. Coordination

The Contractor shall coordinate all project work with the City's electrical contractor at the project site.

7. Submittals

a. The Contractor shall provide submittals for the following. The submittals are anticipated to include, but are not limited to the following: asphalt, slurry, concrete, truncated domes.

b.

Submittal Type	Number of copies/units
List and Schedule of Submittals	1 hardcopy and via email
Proposed Substitutions List	1 hardcopy and via email
Schedule of Values	1 hardcopy and via email
Construction Schedules (Preliminary, Baseline & Revised)	1 hardcopy and via email
Other Submittals	1 hardcopy and via email
Samples	1 (unless required otherwise in the Technical Specifications)
Shop Drawings	1 hardcopy and via email
Manuals and Instructions	3 (unless the number specified in the Technical Specifications is greater)
Warranties/Guaranties	1 hardcopy and via email
Record Drawings	a. Original contract drawings
	b. "As Built" Drawings
	The "job site" print. Original reproducible drawings with all changes marked

- b Detailed requirements for specific submittals (other than the number to be provided and review times) may be received from the City.
- c The List and Schedule of Submittals shall be provided within 10 working days from the date the Notice to Proceed is issued.
- d The Owner shall review submittals (other than Construction Schedule submittals for which there are different requirements) within 28 days of receipt and shall review each resubmittal within 21 days of receipt of complete submittal.
- e The Construction Schedule submitted shall identify major noise generating construction activities. Contractor to notify adjacent affected properties at least 72 hours prior to major noise generating construction activities.

8. Liquidated Damages

Liquidated damages shall be in the sum of one thousand and no/100 (\$1,000) per calendar day.

9. Bid Items

Bid Items and total project costs shall include the entire project as shown in the drawings and described in the specifications. All bid items must be filled in completely. Quote in figures only, unless words are specifically requested. Full compensation for conforming to the requirements of each section shall be included in the contract price for each item and no additional compensation will be allowed therefor. See Caltrans Standard Specifications for more information on specs for items not detailed in the Technical Specifications.

The contract price paid for each bid item shall include full compensation for performing the scope of work specified on the plans and specifications including all labor, material, tools, equipment, and incidentals, and for doing all the work associated with each bid item. Refer to the Technical Specifications for details.

Bid Item 1 – Mobilization (5% Max):

Mobilization (includes bonds and insurance) – The Contractor shall furnish all labor, materials, tools, equipment and incidentals to and away from the project site; for establishment and dismantling of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning and after completing work on the various contract items on the project site. These include obtaining all necessary permits, providing on site sanitary facility, address numbers providing all OSHA and City required notices and signs, and providing initial submittals. All the work involved in mobilization as specified herein, and no additional compensation will be allowed therefore. Allowable payment for mobilization shall not exceed 5% of the total for contract items of work. Payment for this item shall be on a lump sum basis.

Payments for mobilization will be made as follows:

- a. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is less than 5 percent of the original contract amount, 25 percent of the contract item price for mobilization will be included in the estimate for payment.
- b. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is 5 percent or more of the original contract amount, 50 percent of the contract item price for mobilization will be included in the estimate for payment.
- c. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is 10 percent or more of the original contract amount, 75 percent of the contract item price for mobilization will be included in the estimate for payment.
- d. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is 20 percent or more of the original contract amount, 95 percent of the contract item price for mobilization will be included in the estimate for payment.

- e. When the monthly partial payment estimate of the amount earned, not including the amount of mobilization, is 50 percent or more of the original contract amount, 100 percent of the contract item price for mobilization will be included in the estimate for payment.

Bid Item 2 – Traffic Control (10% Max):

The contract price paid for Traffic Control shall include full compensation for performing the scope of work, including all necessary designation of an individual dedicated traffic control coordinator, traffic control plan submittals, project signs, implementation and maintenance of the approved traffic control plans for all work in construction zones throughout the duration of the project. This item shall include any arrow boards that the contractor utilizes under the traffic control plan, however, changeable message boards utilized shall be paid under a separate bid item.

Payment for complying with the provisions for Traffic Control shall be paid by lump sum. Payments for the lump sum item shall be determined based on the percentage of the bid item work completed as determined by the Engineer at the time the progress payment is prepared.

Bid Item 3 – Construction Staking and Surveying:

The Contractor shall provide all surveys required conducting and control the work and all survey shall be under the control of an independent land surveyor licensed in the State of California. The Contractor shall be fully responsible for layout and horizontal and vertical control of the construction of the project, including setting of line and grade stakes.

The Contractor shall provide, preserve, and replace if necessary, all of the necessary construction stakes required for the construction of the project.

Prior to starting any construction, the Contractor shall submit to the Engineer for approval the frequency, information, and format of survey stakes and other construction control and the horizontal and vertical control to be used for the project. Immediately upon completion of the work, the Contractor shall submit to the Engineer copies of all survey and field notes.

As a final grade check, all curb and gutter, valley gutter placed shall be water tested upon stripping of forms. Improvements including sidewalks to be surveyed to ensure within public right of way.

The Contractor shall replace at the Contractor's sole expense and at no cost to the City, any survey marking or stakes that are disturbed or destroyed.

If in the opinion of the Engineer, it is necessary to bring independent surveyors on the job site to adequately control the work, the cost of the independent surveys will be deducted from the progress payment due to the Contractor.

The contract lump sum price for providing Construction Survey and Staking shall include full compensation for furnishing all equipment, materials, personnel necessary for construction staking and no additional compensation will be allowed therefore.

Bid Item 4 – Stormwater Pollution Prevention and Dust Control:

The contract price paid for implementation of construction best management practices (BMPs) shall include full compensation for performing the scope of work specified in the "General Requirement" specifications section, and as shown on the plans, including all labor, materials, tools, equipment and incidentals, and for doing all the work involved in implementation of construction BMPs, including materials and waste management, equipment management and spill control, earthmoving, concrete management and dewatering, paving and asphalt work and painting and paint removal, and no additional compensation will be allowed.

Payment for complying with the provisions for implementation of SWPPP, construction BMPs and Dust Control shall be paid by lump sum. Payments for the lump sum item shall be determined based on the percentage of the bid item work completed as determined by the Engineer at the time the progress

payment is prepared.

Bid Item 5 – Construction Signage:

The contract price paid for Construction Signage shall include full compensation for performing the scope of work specified in the “Construction Signage” Technical Specifications section, including fabrication and placement. Construction signage shall be posted at most visible and critical locations prior to commencement of construction. Signage shall be relocated to work areas as needed.

Construction signage at the project site shall include the following:

- Minimum size of 48”x96”
- Project name
- City logo
- Grant funding source (if applicable)
- General project timeframe (shall be updated if schedule changes)
- 24-hour project contact phone number

Bid Item 6-10, 40-42 – Concrete Improvements:

The contract price paid for Concrete Improvements shall include full compensation for performing the scope of work specified in the “Concrete Improvements” Technical Specifications section, including, as appropriate, but not necessarily limited to, sawcutting of existing concrete along existing score lines, removal and disposal of existing materials, excavation, subgrade preparation, compaction, grading, class 2 aggregate base, removing/relocation of signs, conform, disposal of surplus materials, installation and removal of formwork, clearing & grubbing, tree trimming performed by a qualified arborist, installation of root barrier, construction of concrete improvements, flowline test, inlet protection, adjustment of any utility boxes, valves, monuments, drain inlets, steel plates, vaults, and manholes to match finished grade, finishing, application of curing compound, restoration of surrounding improvements including planting, irrigation repairs, concrete removal and replacement of wood chips, etc., painting of curbs to match pre- construction conditions, replacement of engraved curb markings, ADA compliant slopes, truncated domes, landings and markings at curb ramps, vehicular and pedestrian accommodations, notification of adjacent residents, posting of no parking signs, clean-up and incidentals to complete work according to the plans and specifications. All work to conform with section 90 of the state standard specifications.

“PCC Curb & Gutter - Remove and Replace” shall be measured and paid per linear foot of curb and gutter installed, measured along the face of curb.

“PCC Valley Gutter and PCC Sidewalk - Remove and Replace” shall be measured and paid per square foot of concrete installed.

“PCC Curb Ramp” shall be measured and paid per each curb ramp, for complete removal and replacement of ramp. Retaining curbs (if necessary) at the edge of sidewalk and at the back of certain curb ramps as well as the curb and gutter immediately adjacent to ramps shall be included as part of the per each cost of the ramp. Any additional AC or PCC conforms shall also be included in this item. Ramp construction shall comply with City and ADA slope and dimension requirements. Truncated domes to be Armor Tile or approved equal, cast in place, yellow in color.

“PCC Convert Storm Drain” shall be measured and paid per each location. Conversion will be from a drop inlet to a curb opening catch basin.

Bid Item 11-12 – Asphalt Concrete Grinding:

The contract price paid for Asphalt Concrete Grinding shall include full compensation for performing the scope of work specified in the “Asphalt Concrete Grinding” Technical Specifications section, including but not necessarily limited to full road width grinding (including dealing with existing roadway structures). Collect, haul, recycle, or appropriately dispose of excess grindings. Do not sweep or wash into gutters.

“Asphalt Concrete Grinding – 1 Inch Wedge Grind” shall be measured and paid per linear foot of 6 feet wide asphalt pavement length removed.

“Asphalt Concrete Grinding - 2 Inch Full Grind” shall be measured and paid per square yard of asphalt pavement area removed.

Bid Item 13 – HMA Concrete Paving (2 inch) thickness:

The contract price paid for Hot Mix Asphalt Paving shall include full compensation for performing the scope of work specified in the “Hot Mix Asphalt (HMA) Paving” Technical Specifications section, including but not necessarily limited to cleaning the existing surface as needed, application of asphaltic prime coat and/or binder, leveling course (if necessary or called for), deeplift asphalt concrete pavement conform for curb ramps, curb and gutter repair, placement and compaction of asphalt concrete, sand, spreading sand on the asphalt concrete surface, sweeping and removing excess sand from pavement surface, repair of poor workmanship or damage, and clean-up.

The contract price for “HMA Paving – 2 Inch Thick” shall be measured and paid per Ton, over the area and thickness indicated on the plans and specifications. Contractor shall furnish weight tags to the Engineer daily and shall indicate on the tags the location (street and which pass) the material was used.

Bid Item 14 – Type II Slurry Seal:

The contract price paid for Type II Slurry Seal shall include full compensation for performing the scope of work specified in the “Type II Slurry Seal” Technical Specifications section, including but not limited to surface preparation, cleaning, placement of slurry seal, and cleanup.

The contract price for “Type II Slurry Seal” shall be measured and paid per square yard, over the area indicated on the plans and specifications.

Bid Item 15 – Base Repair (4 Inch Digouts):

The contract price paid for Base Repair (4 inch Digouts) shall include full compensation for performing the scope of work specified in the “Base Repair (4 inch Digouts)” Technical Specifications section, removal of AC pavement digout areas, sawcutting for vertical edges, disposal of digout materials, preparation of digout area, HMA paving within excavated digout area, and compaction, root removal, placement of tack coat and asphalt concrete and clean-up.

The contract price for “Base Repair” shall be measured and paid per square foot, over the area indicated on the plans and specifications. The specific location of digouts will be marked in the field by the Public Works Inspector.

Bid Item 16-17, 25-28, 35-39 – Thermoplastic Pavement Striping and Markings:

The contract price paid for Pavement Striping and Markings shall include full compensation for performing the scope of work specified in the “Thermoplastic Pavement Striping and Markings” Technical Specifications section, including but not necessarily limited to, removal of existing thermoplastic or paint striping, markings and markers, pavement preparation, establishing alignment and layout, placement of new striping in thermoplastic, application of buttons and reflectors, corrective work and clean-up.

“Thermoplastic Pavement Symbols and Legends” consisting of miscellaneous legends and arrows as defined with calculated areas in the State Standard Plans shall be measured and paid per square foot of area installed.

“Thermoplastic – 6 Inch”, “Thermoplastic– 12 Inch”, consisting of various lines defined in the various details of the State Standard Plans, shall be measured and paid for per linear foot of stripe installed.

NOTE: Liquidated damages shall apply for delayed placement of striping after paving operations. Refer to technical specification section for liquidated damages amount.

Bid Item 18-22 – Utility Grade Adjustments:

The contract price paid for Utility Grade Adjustments shall include full compensation for performing the scope of work specified in the “Utility Grade Adjustments” Technical Specifications section, including but not necessarily limited to, surveying of utilities prior to grinding or paving operations, providing utility survey records, locating and marking utilities based on survey records prior to utility adjustment operations, replacement materials (where applicable), modification by grinding (if needed), raising/lowering frames and covers, patching after overlay and clean-up.

“Raise to Grade” of the following items; stormwater manholes, sanitary manhole, communication vault, monuments, water valve covers, and detector vaults shall be measured and paid per each structure adjusted.

NOTE: Adjustments shall be adjusted twice: lowered prior to grinding and then raised after paving.

Within paved areas, it is anticipated and it should be bid such that all valve and monument boxes will need to be replaced. It is also anticipated that all manhole frames and covers will be reused. Should a replacement manhole frame or cover be required, it shall be furnished by the City for installation by the Contractor.

Adjustments in concrete areas to vaults, manhole or valve boxes shall only be paid if the box and lid need replacement. If the existing structure can be reused within a concrete area, then no compensation shall be made and adjustment shall be considered as included in the contract unit price for concrete improvements and/or other items of work.

NOTE: Liquidated damages shall apply for delayed adjustments of utilities, as described in the “Utility Structure Adjustments” technical specification section.

Bid Item 23-24 –Replacement of Existing Facilities and New Facilities:

The contract price paid for “Replacement of Existing Facilities and New Facilities” shall include full compensation for performing the scope of work specified in the “Replacement of Existing Facilities and New Facilities” Technical Specifications section, including but not necessarily limited to, surveying of utilities prior to grinding or paving operations, providing utility survey records, locating and marking utilities based on survey records prior to utility adjustment operations, replacement materials (where applicable), modification by grinding (if needed), raising/lowering frames and covers, patching after overlay and clean-up.

All work per plans and technical specifications and shall include traffic detectors loops, and speed humps.

Contractor shall notify the Engineer at least two (2) working days in advance of the detector loop removal operation. All installed loop detectors shall be completely functional to the satisfaction of the Engineer within five consecutive working days after placement of pavement finish course.

The contract price for the “Removal and Replacement of the following items: Traffic Loops, and Speed Humps shall be measured and paid per each item.

Bid Item 29-33 – Signage:

This work shall consist of furnishing all materials, equipment and labor necessary in the fabrication and installation or re-installation of all the metal signs per plans and/or specifications. Signage items shall include all surface preparation, pole, installation, pole foundation, sign and hardware installations as required. Included also is any necessary removal, salvage, temporary signage, relocation, and traffic control required to accomplish the scope of work detailed on the drawings and as described in these specifications. It may be necessary to phase the construction of the signage in the interest of public safety. The Contractor shall install signs when required to maintain public safety or convenience, as determined by the Engineer.

Streets that will need signage are those which require new bike striping and where specified on the plans. Additionally, other streets may be identified by the City Inspector. All sign locations shall be field verified and approved by the Engineer prior to excavation for the sign foundation.

All signing shall conform to the 2014 edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) and these special provisions. Submittals for all signs shall be submitted for review by the Engineer prior to fabrication.

Materials shall be in conformance with the latest editions of the 2010 Standard Specifications Section 56, the Caltrans Standard Sign Specifications and the MUTCD, except that all materials will be supplied by the Contractor. All signs shall be fabricated from high tensile alloy aluminum with reflective smooth finish. Sign panels shall be a minimum of 0.080 inch thick, cut to size and shape with a tolerance of 1/32 inch. Panels shall be flat and free of buckles, warps, dents, burrs and any other defects resulting from fabrication.

Signs shall be installed as directed by the Engineer and shall be “Bike Lane” R3-17, In-Road Pedestrian Signs R1-6, Pedestrian Crossing Signs W11-2, No Parking Signs R28 (CA), and “Share the Road” signs. Construction and panel installation shall be per the Standard Specifications. Sign panels shall be level and sign posts shall be plumb.

The contract unit price for signs shall include full compensation for furnishing all labor, material, equipment, tools, and incidentals necessary to perform the full scope of work as described above, as shown on the plans, as specified herein and as directed by the Engineer.

Bid Item 40-43 – Alternative Bid - Bulbouts:

The contract price paid for “Alternative Bid 1 – Bulbouts” shall include full compensation for performing the scope of work specified in **Appendix A – Bulbout Locations**, found in the Technical Specifications. This work will include, but is not limited to, sawcutting of existing concrete along existing score lines, removal and disposal of existing materials, excavation, subgrade preparation, compaction, grading, class 2 aggregate base, removing/relocation of signs, conform, disposal of surplus materials, installation and removal of formwork, clearing & grubbing, tree trimming performed by a qualified arborist, installation of root barrier, construction of concrete improvements, flowline test, inlet protection, adjustment of any utility boxes, valves, monuments, drain inlets, steel plates, vaults, and manholes to match finished grade, finishing, application of curing compound, restoration of surrounding improvements including planting, irrigation repairs, concrete removal and replacement of wood chips, etc., painting of curbs to match pre- construction conditions, replacement of engraved curb markings, ADA compliant slopes, truncated domes, landings and markings at curb ramps, vehicular and pedestrian accommodations, notification of adjacent residents, posting of no parking signs, clean-up and incidentals to complete work according to the plans and specifications.

Additionally, the locations must be surveyed to ensure positive drainage is maintained after construction. The contract price paid for this is included under Bid Item 40 “Construction Staking and Surveying (Bulbouts)”.

10. Specialty Items

N/A

11. Warranty Duration

Unless specifically stated in the Technical Specifications, all items shall have a one-year warranty from the date of final acceptance of the project.

12. Disposal Fees

The Contractor shall be responsible to pay all applicable disposal fees and the cost of this shall be included in the various bid items.

13. Materials Supplied by City

None

14. Testing

Except as stated otherwise in the specifications, the Contractor shall perform sampling and testing to demonstrate compliance with contract requirements. Testing shall be undertaken by an independent testing laboratory qualified to perform sampling and testing required by this contract. The testing laboratory must be independent of the material suppliers. All sampling and testing shall be performed in accordance with the required frequencies specified in the Caltrans Standard Specifications and manuals, and per the City's Quality Assurance Program (QAP).

Test results shall be provided showing actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall cite applicable specification references and required tests or analytical procedures used. Test results shall be certified by a testing laboratory representative authorized to do so. Reports shall have the cover sheet conspicuously stamped in large red letters "CONFORMS" or "DOES NOT CONFORM." If the items fails to conform, notify the Engineer. Payment for testing will be included in the bid item price paid for the item of work requiring testing and no additional payment will be allowed therefor.

15. Water

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction, including potable water service. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor will pay for all water used for their operations on site.

The purchase of potable water for construction purposes requires obtaining a Hydrant Permit from the City's Water Company located at City Hall, 2415 University Avenue, East Palo Alto.

16. Special Permits

N/A

17. Revocable Items

Items listed as "revocable" may be deleted entirely or in part, or added at the sole discretion of the City. All provisions of Section 9-1.06 of the Standard Specifications shall not apply to entire or partial deletion of or addition to revocable items.

18. Hazardous Materials/Conditions

N/A

19. Disclosure Information/Documents

(Not part of the contract documents and not bound in)

N/A

21. Work to be Performed by Contractor

The Contractor shall perform, with its own organization, Contract work amounting to at least **25%** percent of the Contract price, except that any designated "Specialty Items" may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be excluded from the computation.

22. Work Sites and Payment

This contract is made of many individual work sites. A work site is typically all concrete replacement work at a single addressed parcel or property. Typically, all tasks, as prescribed in the specifications, are required to be performed to constitute a completed work site. All variances from typical shall be defined in writing by the City Inspector/Representative.

Payment shall be on the basis of completed individual work sites; this shall include all work tasks required to complete an individual work site, including cleanup and restoration work.

23. Progress Payment Retention

Retention shall be five percent (5%) for the estimated value of work.

24. Working Hours

Construction work shall be limited to 8:00 a.m. to 5:00 p.m. Monday to Friday, excluding City holidays. Additional restrictions will be expected for work on Bay Road. Exceptions shall be approved by City Engineer.

25. Notification and Relations with Property Owners

At ten (10) working days and again at two (2) working days prior to mobilizing to a site or performing any action which affects residents, schools or businesses, the Contractor shall distribute an approved written notice to all adjoining residents and businesses, property owners, tenants and applicable parties. Such notice shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, traffic delays, alternative routes, driveway closures and the name, address, and a 24-hour local telephone number of the Contractor. A draft copy of the notice shall be provided to the City Engineer for approval, prior to distribution.

The Contractor shall provide the Engineer a copy of the proposed written notification prior to mailing or delivery for approval at least 5 days prior to their distribution.

Delays in performing the work or changes in the construction schedule, for any reason, shall require the Contractor to provide written re-notification to residents, businesses, City services within 24 hours that any delay or change is reported to or discovered by the City Engineer.

The Contractor shall not impede or impair waste haulers, recycling operations and buses within the project area. It is the Contractor's responsibility to determine which waste haulers, recycling operators and buses are scheduled to work/run in the project area and to develop a project schedule that will not impede or impair their operations.

26. Public Convenience and Safety

The Contractor shall provide for the convenience and safety of traffic and the public in conformance with the provisions in Section 7-1.03 and Section 7-1.04 of the 2010 Caltrans Standard Specifications.

27. Traffic Control and Lane Closure Restrictions–

If needed, the contractor is required to provide and maintain throughout the duration of the project adequate traffic control for all modes of traffic. No blocking of the public way is permitted at any time.

28. Staging Areas and Field office

Contractor will be allowed to stage on site.

29. Protection and Restoration of Existing Improvements

Contractor shall protect in place, or remove and replace, existing improvements which may be damaged by Contractor's operations. Existing improvements may include, but are not limited to, irrigation lines, irrigation control wiring, landscaping, trees/roots, pavement, drainage devices, lighting, roads and roadway markings, and pedestrian walkways. Any damage to existing facilities, landscape, or irrigation shall corrected by the Contractor to original condition at no cost to the City.

Contractor shall ensure construction or resurfacing materials do not enter the storm drain system.

ESCROW AGREEMENT FOR SECURITY DEPOSITS
IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between CITY OF EAST PALO ALTO whose address is 2415 University Avenue, East Palo Alto, California 94303 hereinafter called "Owner", and _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, 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, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for 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. Securities shall be held in the name of the City of East Palo Alto, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contractor 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 such time as 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 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 Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor. The signature of the representative of Owner granting such consent shall be acknowledged by a notary public.

(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, Escrow Agent shall release to 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 (4) to (8), inclusive, of this agreement, provided that the written authorization from Owner to Escrow Agent given pursuant to paragraph 6 above authorizing release of funds to Contractor, has an acknowledgment of the signature of Owner's representative. Assuming that any notice received by Escrow Agent which is required to have a notary's acknowledgment of a signature according to this agreement, is so acknowledged, 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 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 Contractor in connection with the foregoing, and exemplars of the respective signatures are as follows:

On behalf of Owner:

Signature

Name (typed or printed)

Title

Address

On behalf of Contractor:

Signature

Name (typed or printed)

Title

Address

On behalf of Escrow Agent:

Signature

Name (typed or printed)

Title

Address

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 set forth below.

By: City of East Palo Alto
(Owner)

By: _____
(Contractor)

Signature

Signature *

Name (typed or printed)

Name (typed or printed)

Title

Title

Date

Date

Signature *

Name (typed or printed)

Title

Date

By: _____
(Escrow Agent)

Signature**

Name (typed or printed)

Title

Date

** Signature of Contractor shall be notarized. Signature shall be of two classes of officers of a corporation, unless accompanied by copy of Resolution of Board of Directors authorizing execution of this agreement.
**Signature shall be notarized.*