



Contract Number

25-657

SAP Number

## Project and Facilities Management Department

Department Contract Representative  
Telephone Number

Charles Brammer  
(909) 387-5000

Contractor  
Contractor Representative  
Telephone Number

Woodcliff Corporation  
Mohamad Tabrizi  
(310) 312-1400

Contract Term

Original Contract Amount

\$50,196,000

Amendment Amount

Total Contract Amount

\$50,196,000

Cost Center

10.10.1319

Grant Number (if applicable)

**Briefly describe the general nature of the contract:** Retention Payments Escrow Agreement with Woodcliff Corporation to utilize an escrow account for contract performance retention funds retained by County as authorized by Public Contract Code section 22300.

### FOR COUNTY USE ONLY

Approved as to Legal Form

Daniel Pasek

Daniel Pasek (Jul 28, 2025 14:52:36 PDT)

Daniel Pasek, Deputy County Counsel

Date 28/07/25

Reviewed for Contract Compliance

Charles Brammer

Charles Brammer, Supervising Project Manager

Date 28/07/25

Reviewed/Approved by Department

Don Day

Don Day (Jul 28, 2025 16:15:17 PDT)

Don Day, Director, PFMD

Date 28/07/25

ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between

**San Bernardino County** whose address is 385 N Arrowhead Ave, San Bernardino, CA 92415 hereinafter called "Owner,"

**Woodcliff Corporation** whose address is 11835 W. Olympic Blvd., Suite 825E, Los Angeles, CA 90064 hereinafter called "Contractor" and

**Commonwealth Business Bank** whose address is 3435 Wilshire Blvd., Suite 100, Los Angeles, CA, 90010 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 **San Bernardino County Animal Care Center Project** in the amount of **\$50,196,000** dated **January 14, 2025**, (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 the 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 San Bernardino County 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 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.

(7) The Owner shall have a right to draw upon the securities in the event the Owner declares 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 money 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 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 their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor	On behalf of Escrow Agent
Chair, Board of Supervisors	President	SVP and Senior Relations Manager
Title	Title	Title
Dawn Rowe	Mohamad Tabrizi	Lori Park
Name	Name	Name
	 <small>Mohamad Tabrizi (Aug 12, 2025 11:34:52 PDT)</small>	 <small>Lori Park (Aug 11, 2025 11:22:07 PDT)</small>
Signature	Signature	Signature
385 N Arrowhead Ave, San Bernardino, CA 92415	11835 W. Olympic Blvd., Suite 825 E, Los Angeles, CA 90064	3435 Wilshire Blvd., Suite 100, Los Angeles, CA, 90010
Address	Address	Address



SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

LYNNA MONELL  
Clerk of the Board of Supervisors  
of San Bernardino County  
By 



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 date first set forth above.

Owner	Contractor
Chair, Board of Supervisors	President
Title	Title
Dawn Rowe	Mohamad Tabrizi
Name	Name
	
Signature	Signature
AUG 19 2025	

This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.