

**BAY AREA TOLL AUTHORITY
RICHMOND-SAN RAFAEL BRIDGE ACCESS IMPROVEMENT PROJECT
BATA-013**

CONTRACT FORM #4A

**DUAL OBLIGEE RIDER
WARRANTY BOND**

This Rider is executed concurrently with and shall be attached to and form a part of Warranty Bond No. _____.

WHEREAS, on or about the _____ day of _____, 2016, _____, (hereinafter called the "Principal"), entered into a written agreement bearing the date of _____, 2016 (hereinafter called the "Contract") with BAY AREA TOLL AUTHORITY ("BATA"), (hereinafter called the "Primary Obligees") for the performance of

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and all of the Contract Documents attached to or forming a part of said Agreement are hereby referred to and made a part hereof; and

WHEREAS, the Primary Obligees requires that Principal provide a Warranty Bond that the Marin Municipal Water District (MMWD) be named as additional obligee under the Warranty Bond; and

WHEREAS, Principal and the Surety have agreed to execute and deliver this Rider concurrently with the execution of Warranty Bond No. _____ (hereinafter referred to as "Warranty Bond") upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

The Marin Municipal Water District (MMWD) is hereby added to the Warranty Bond as named additional obligee (hereinafter referred to as "Additional Obligees").

The Surety shall not be liable under the Warranty Bond to the Primary Obligees, the Additional Obligees, or any of them, unless the Primary Obligees, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract in all material respects at the time and in the manner therein set forth such that no material default by the Primary Obligees shall have occurred and be continuing under the Contract.

The aggregate liability of the Surety under this Warranty Bond, to any or all of the obligees, as their interests may appear, is limited to the penal sum of the Warranty Bond. The Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligees, provided that the Additional Obligees has received notice and 30 days prior opportunity to cure breach or default by the Primary Obligees under the Contract. The total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligees under the Contract.

The Surety may, at its option, make any payments under the Warranty Bond by check issued jointly to all of the obligees.

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In the event of a conflict between the Warranty Bond and this Rider, this Rider shall govern and control. All references to the Warranty Bond, either in the Warranty Bond or in this Rider, shall include and refer to the Warranty Bond as supplemented and amended by this Rider. Except as herein modified, the Warranty Bond shall be and remains in full force and effect.

IN WITNESS WHEREOF this instrument has been duly executed by Principal and Surety on this _____ day of _____, 2016.

PRINCIPAL:

SURETY:

(Company)

(Company)

(Signature)

(Signature)

(Name – Please Print)

(Name – Please print)

(Title)

(Title)

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of un-revoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

State of California)
County of _____)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.