**THE FOLLOWING FORMS AND CHECKLISTS ARE FOR EXAMPLE ONLY AND SHOULD BE REVIEWED AND REVISED BY THE LPA AS NEEDED FOR THE INTENDED PROJECT**

**Cert. of Ins.**

# Rev. 04-06

**Mississippi Department of Transportation**

**Certificate of Insurance**

**Construction Contract Coverage**

**This is to certify that the following described Liability Insurance Policies are in force at this date with limits not less than shown below.**

Named Insured/Include address: **JOHN DOE COMPANY** ; **P. O. BOX**  ; **CITY**, **STATE** **ZIP**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Contractors  Liability incl.  Subcontractors,  Contractual | Automobile  Liability | Workers’  Compensation and  Employers’  Liability |
| Company: |  |  |  |
| Policy No.: |  |  |  |
| Limits: | 500,000 occ.  1,000,000 agg. | 500,000 csl | Statutory/100,000 ea. accident  100,000 each employee  500,000 policy limit |
| Effective Date: |  |  |  |
| Expiration Date: |  |  |  |

mississippi department of transportation CONTRACT NUMBER(S)

**STP-0000-00(000)LPA / 100000000**

**MARSHALL County (ies)**

In the event of cancellation of said policies or failure on the part of the company to renew at expiration date, the company agrees to give the Mississippi Department of Transportation, Jackson, Mississippi, not less than thirty days written notice sent by registered mail stating when cancellation or expiration date shall be effective, unless such cancellation is due to non-payment of premium in which case ten (10) days prior to cancellation will be sent.

The above policies provide protection as is specified in sub-section 907-107.14.2.1—Liability Insurance; however they are limited to policy terms, limits, exclusions and declarations.

By:

( Signature )

( Agent’s Typed Name MS Insurance ID Number )

Address:

Sworn to and subscribed before me this

The day of ,

Notary Public

NOTICE: The Contractor must renew this certificate until the contract is accepted by THE Mississippi Department of Transportation.

If you alter this form in any manner, it will not be accepted by the Mississippi Department of Transportation.

Do not replace with a facsimile, it will not be accepted.

**Cert. of Ins. (Part A) Mississippi Department of Transportation**

Rev. 08-2011 **Certificate of Insurance**

**for RAILROAD PROTECTIVE liability Coverage**

This is to certify that the following described Liability Insurance Policy is in force at this date with limits not less than shown below.

Name and address of Insured

Railroad Company:**­­** **NOT NEEDED**; ; ,

|  |  |
| --- | --- |
|  | Railroad Protective Liability |
| Company: |  |
| Policy No.: |  |
| Limits: | Without Passenger Trains  2,000,000 occ.  6,000,000 agg.  **OR**  With Passenger Trains  5,000,000 occ.  10,000,000 agg. |
| Effective Date: |  |
| Expiration Date: |  |

**mississippi department of transportation Contract number(s)**

**STP-0000-00(000)LPA / 100000000**

**MARSHALL** County (ies)

In the event of cancellation of said policies or failure on the part of the company to renew at expiration date, the company agrees to give the Railroad Company listed and the Mississippi Department of Transportation, Jackson, Mississippi, not less than thirty days written notice sent by certified mail stating when cancellation or expiration date shall be effective, unless such cancellation is due to non-payment of premium in which case notice will be sent at least ten (10) days prior to cancellation.

The above policies provide protection as is specified in sub-section 907-107.14.2.2--Railroad Protective, however they are limited to policy terms, limits, exclusions and declarations.

By:

Mississippi Insurance ID Number

Address:

Sworn to and subscribed before me this

the day of ,

Notary Public

NOTICE: The Contractor must renew this certificate until the contract is accepted by THE Mississippi Department of Transportation.

If you alter this form in any manner, it will not be accepted by the Mississippi Department of Transportation.

only original signatures will be accepted.

**Cert. of Ins. (Part B) Mississippi Department of Transportation**

Rev. 08-2011 **Certificate of Insurance**

**for Contractor’s liability - railroad**

This is to certify that the following described Liability Insurance Policies are in force at this date with limits not less than shown below.

Name and address of Insured

Contractor:**­­** **NOT NEEDED**  ,

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Contractors Liability incl. XCU, Subcontractors, Railroad Contractual | Automobile  Liability | Workers’  Compensation and  Employers’  Liability | Excess/Umbrella Liability |
| Company: |  |  |  |  |
| Policy No.: |  |  |  |  |
| Limits: | 1,000,000 occ.  2,000,000 agg. | 1,000,000 csl | Statutory:  100,000 accident  100,000 employee  500,000 P. L. | 5,000,000 occ.  5,000,000 agg. |
| Effective Date: |  |  |  |  |
| Expiration Date: |  |  |  |  |

**mississippi department of transportation Contract number(s)**

**STP-0000-00(000)LPA / 100000000**

**MARSHALL** County (ies)

In the event of cancellation of said policies or failure on the part of the company to renew at expiration date, the company agrees to give the Mississippi Department of Transportation, Jackson, Mississippi, not less than thirty days written notice sent by certified mail stating when cancellation or expiration date shall be effective, unless such cancellation is due to non-payment of premium in which case notice will be sent at least ten (10) days prior to cancellation.

The above policies provide protection as is specified in sub-section 907-107.14.2.2--Railroad Protective, however they are limited to policy terms, limits, exclusions and declarations.

By:

Mississippi Insurance ID Number

Address:

Sworn to and subscribed before me this

the day of ,

Notary Public

NOTICE: The Contractor must renew this certificate until the contract is accepted by THE Mississippi Department of Transportation.

If you alter this form in any manner, it will not be accepted by the Mississippi Department of Transportation.

only original signatures will be accepted.

**NOTICE TO CONTRACTORS AND SURETIES**

Attached are the documents listed below. Please complete as noted and return.

1. **CONTRACT- (Section 902)** – The contractor should execute the document but leave **ALL DATES BLANK**. Have a **witness sign** such and include the **witness’s address**. The contractor should include the **Contractor’s “SEAL”** on this contract as noted. Failure to execute this document properly **will** result in delayed issuance of the Notice to Proceed. (Return the **Original Contract** which has the **MDOT Seal**.)
2. **PERFORMANCE and PAYMENT BOND – (Section 903) –** The Contractor and Surety should both sign this document but leave **ALL DATES BLANK**. All Bonds **must** be signed or countersigned by a **Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached**. The second page of the Performance and Payment Bond should also possess the **Contractor’s Seal** and the **Surety’s Seal**. Failure to execute this document properly **will** result in delayed issuance of the Notice to Proceed. (Return the **Original Performance and Payment Bond**. Both pages have the **MDOT Seal**.)
3. **CERTIFICATE OF INSURANCE –** This document should be completed by the company writing **Liability Insurance** and should be **signed or countersigned** by a **Mississippi Agent or qualified nonresident Agent – (address must be included)**. The Agent **must** possess a **Certificate of Authority** from the Mississippi Insurance Commissioner to sign for that company. (You need only **ONE** Certificate of Insurance, however; we are sending you **TWO** since your Worker’s Compensation may be written by another Company). MDOT personnel **will verify** this information with the Mississippi Insurance Commission. Company names listed on the Certificate of Insurance **MUST MATCH EXACTLY** with the listing of the Mississippi Insurance Commission. **(See Checklist attached to Certificate of Insurance)**. Failure to execute this document properly **will** result in delayed issuance of the Notice to Proceed.
4. **A. PRIME CONTRACTOR CERTIFICATION – Form No. 1 –** If this form is attached, the Contractor **must** fill out, date, sign and return such. Failure to execute this document properly **will** result in delayed issuance of the Notice to Proceed.

**B. PRIME CONTRACTOR CERTIFICATION – Large Construction General Permit –** If this form is attached, the Contractor **must** fill out, date, sign and return such. MDOT will complete the Owner Information section upon return. Failure to execute this document properly **will** result in delayed issuance of the Notice to Proceed.

1. **BID SHEETS –** If your Bid Sheets are included in this package, **YOU MUST** select your optional item by **initialing** the item(s) that will be used on the project and striking through the item(s) that will not be used on the project. Failure to execute this document properly **will** result in delayed issuance of the Notice to Proceed.
2. **EEV Certification and Agreement –** This form must be completed and returned with your signed contract. Contract will not be executed without this document.
3. **Subcontractor EEV Certification –** This form (or one with similar information) must be maintained by you (the Prime Contractor) for all subcontractors who work on this job.

**All foregoing papers are to be returned to this Department to the attention of:**

**OWNER REPRESENTATIVE**

**ADDRESS**

**JACKSON, MISSISSIPPI 39215-1850**

Once completed and processed, the Contractor and Surety will receive a copy of the contract documents.

s e c t i o n 9 0 2

CONTRACT FOR **STP-0000-00(000)LPA / 100000000**

LOCATED IN THE COUNTY(IES) OF  **MARSHALL**

STATE OF MISSISSIPPI,

COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

**the Manager, Win Job Center nearest the project location, or successor**

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the day of , .

|  |
| --- |
| **JOHN DOE COMPANY** |
| Contractor(s) |

By MISSISSIPPI TRANSPORTATION COMMISSION

Title By

Signed and sealed in the presence of: Executive Director

(Names and address of witnesses)

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the 11th day of February , 2014, Minute Book No. , Page No.

**S E C T I o n 9 0 3**

**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR  **STP-0000-00(000)LPA / 100000000**

LOCATED IN THE COUNTY (IES) OF  **MARSHALL**

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, **JOHN DOE COMPANY**

( Contractor )

Principal, a  **Corporation**

residing at  **JACKSON**  in the State of  **MISSISSIPPI**

and

( Surety )

residing at in the State of

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the State of Mississippi in the sum of **Seven Million Three Hundred Eight Thousand Two Hundred Seventy-Nine And 76/100 ( $ 7,308,279.76** **)** Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the \_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_A.D.\_\_\_\_\_\_\_.

The conditions of this bond are such, that whereas the said  **JOHN DOE COMPANY**  principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ A.D. \_\_\_\_\_\_\_\_\_ hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden  **JOHN DOE COMPANY**  in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the \_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_ A.D. \_\_\_\_\_\_

**JOHN DOE COMPANY**

|  |  |  |
| --- | --- | --- |
| (Contractors) Principal |  | Surety |

By By

(Signature) Attorney in Fact

Address:

Title

(Contractor’s Seal) (Printed) MS Agent

(Signature) MS Agent

Address:

(Surety Seal)

Mississippi Insurance ID Number

**Checklist for Certificate of Insurance**

**Completion**

\_\_\_\_\_\_\_\_\_\_\_ Have the **“Named Insured:”** blanks been filled in with the Contractor’s name and address?

\_\_\_\_\_\_\_\_\_\_\_ Have the **“Company:”** row blocks been filled in appropriately? (Note that the Insurance Company names will be checked by our personnel with the Mississippi Insurance Commission and the Insurance company names must **match exactly** as listed with the commission.)

\_\_\_\_\_\_\_\_\_\_\_ Have the **“Policy No.”** row blocks been filled in appropriately?

\_\_\_\_\_\_\_\_\_\_\_ Have the **“Effective Date”** and **“Expiration Date”** row blocks been filled in appropriately?

\_\_\_\_\_\_\_\_\_\_\_ On the **next two (2) blanks** of the form, have you typed in the **Project Number and county?**

**\_\_\_\_\_\_\_\_\_\_\_** Has the **Mississippi Agent or Qualified Nonresident Agent** for the listed insurance companies signed the form beside **“By:”**? To be eligible to sign for the insurance company(s) the Agent has listed, the Mississippi Agent or Qualified nonresident Agent must possess a **Certificate of Authority** from the Insurance Commissioner for the listed insurance company(s). If you are not aware how or if such is listed with the Insurance commission, call the Insurance Commission at **(601)359-9217** prior to completing this section. (Note, under the signature, you should **type** the Agent’s name because many signatures are not legible.)

\_\_\_\_\_\_\_\_\_\_\_ Has the **“Address:”** of the Mississippi Agent OR Qualified Nonresident Agent been filled in.

\_\_\_\_\_\_\_\_\_\_\_ Has the document been **notarized** appropriately?

**Please utilize this checklist prior to sending the Certificate of Insurance form(s) back because failure to input appropriate information on the Certificate of Insurance Form(s) will result in delayed issuance of the Notice To Proceed.**

**Form No. 1**

Rev. December 2015

**PRIME CONTRACTOR CERTIFICATION**

(file prior to the Issuance of Notice to Proceed)

**PRIME CONTRACTOR’S MAILING ADDRESS AND TELEPHONE NUMBER:**

**NAME: JOHN DOE COMPANY**

**NUMBER AND STREET (P. O. BOX): ADDRESS**

**CITY:** **JACKSON STATE: MS ZIP: ZIP**

**TELEPHONE NUMBER (INCLUDING AREA CODE):**

**NAME OF OWNER: MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**STORM WATER GENERAL NPDES PERMIT NUMBER: MSR-199999**

**PROJECT NAME: STP-0000-00(000)LPA / 100000000**

**PROJECT LOCATION: MARSHALL County (ies)**

**PERMIT COVERAGE FOR MATERIAL PITS MAY BE NEEDED AND MUST BE APPLIED FOR BY THE CONTRACTOR SEPARATELY.**

**I CERTIFY THAT I AM THE PRIME CONTRACTOR OF THIS PROJECT, HAVE THE PRIMARY RESPONSIBILITY TO FULLY COMPLY WITH ALL OF THE REQUIREMENTS OF THE ABOVE REFERENCED GENERAL NPDES PERMIT, AND ACCEPT FULL LIABILITY FOR NOT COMPLYING WITH THESE REQUIREMENTS.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE DATE SIGNED**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRINTED NAME TITLE**

**THIS DOCUMENT SHALL BE SIGNED ACCORDING TO THE GENERAL PERMIT, CONDITION NO. T-4, PAGE 33 OF 45.**

**ADD PRIME CONTRACTOR CERTIFICATION**

**PRINTED FORM TO CONTRACT DOCUMENTS.**

**(DEQ FORM)**