

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

**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: Error! Reference source not found. ; Error! Reference source not found. ; Error!

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	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)

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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.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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; Error! Reference source not found.; Error! Reference source not found., Error! Reference source not found. Error! Reference source not found.

	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)

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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.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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 Error! Reference source not found. Error! Reference source not found., Error! Reference source not found. Error! Reference source not found.

	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)

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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.
- 5) **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.
- 6) **EEV Certification and Agreement** – This form must be completed and returned with your signed contract. Contract will not be executed without this document.
- 7) **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 Error! Reference source not found.

LOCATED IN THE COUNTY(IES) OF Error! Reference source not found.

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
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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 _____, _____.

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Contractor(s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(Names and address of witnesses)

Executive Director

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the Error! Reference source not found. day of Error! Reference source not found., Error! Reference source not found., Minute Book No. ____, Page No. _____

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR **Error! Reference source not found.**

LOCATED IN THE COUNTY (IES) OF **Error! Reference source not found.**

STATE OF MISSISSIPPI,

COUNTY OF HINDS

Know all men by these presents: that we, **Error! Reference source not found.**
(Contractor)

Principal, a **Error! Reference source not found.**

residing at **Error! Reference source not found.** in the State of **Error! Reference source not found.**

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 **Error! Reference source not found.** (\$ **Error! Reference source not found.**) 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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. _____

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(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.

Add PRIME CONTRACTOR CERTIFICATION (DEQ FORM) to contract documents if the notice to bidders for storm water discharge associated with construction activity > 5 acres is included.

Add PRIME CONTRACTOR CERTIFICATION (FORM NO. 1) to the contract documents if the notice to bidders for storm water discharge associated with construction activity > 1 and < 5 acres is included.

Examples of the two forms are shown below.

over 5 Acres

PRIME CONTRACTOR CERTIFICATION

LARGE CONSTRUCTION GENERAL PERMIT

Coverage No. MSR10 _____ County _____

(Fill in your Certificate of Coverage Number and County)



By completing and submitting this form to MDEQ, the prime contractor is certifying that (1) they have operational control over the erosion and sediment control specifications (including the ability to make modifications to such specifications) or (2) they have day-to-day operational control of those activities at the site necessary to ensure compliance with the SWPPP and applicable permit conditions.

The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and several responsibility for compliance with the permit. Notwithstanding any permit condition to the contrary, the coverage recipient and any person who causes pollution of waters of the state or places waste in a location where they are likely to cause pollution of any waters of the state shall remain responsible under applicable federal and state laws and regulations and applicable permits.

PRIME CONTRACTOR INFORMATION

PRIME CONTRACTOR CONTACT PERSON: _____ PHONE NUMBER: (____) _____

PRIME CONTRACTOR COMPANY: _____

PRIME CONTRACTOR STREET (P.O. BOX): _____

PRIME CONTRACTOR CITY: _____ STATE: _____ ZIP: _____

OWNER INFORMATION

OWNER CONTACT PERSON: _____ PHONE NUMBER: (____) _____

OWNER COMPANY NAME: _____

PROJECT INFORMATION

PROJECT NAME: _____

DESCRIPTION OF CONSTRUCTION ACTIVITY: _____

PHYSICAL SITE ADDRESS (If the physical address is not available indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.)

STREET: _____

CITY: _____ COUNTY: _____

I certify that I am the prime contractor for this project and will comply with all the requirements in the above referenced general NPDES permit. I further certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Prime Contractor Signature¹ _____

Date Signed _____

Printed Name¹ _____

Title _____

¹This application shall be signed as follows:
- For a corporation, by a responsible corporate officer.
- For a partnership, by a general partner.
- For a sole proprietorship, by the proprietor.
- For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official.

This Prime Contractors Certification form shall be submitted to:
Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

PRIME CONTRACTOR CERTIFICATION

(file prior to the Issuance of Notice to Proceed)

PRIME CONTRACTOR'S MAILING ADDRESS AND TELEPHONE NUMBER:

NAME: _____

NUMBER AND STREET (P.O. BOX): _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER (INCLUDING AREA CODE): _____

NAME OF OWNER: _____

STORM WATER GENERAL NPDES PERMIT NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

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 ON 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-7, PAGE 33 OF 45.