



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-3262

August 27, 2003

**To: Utility Companies**

To Whom It May Concern:

**Subject: Continuing Contractor for Utilities  
Certification Requirements**

The Department (DOT) has reviewed and updated its certification requirements used by utility companies. Efforts have been made to reduce the administrative burden placed on utilities and the DOT, and be fully compliant with Federal regulations. A certification is required for each continuing contractor and should be submitted to the DOT.

**REQUIRMENTS:**

(a) **Equipment Rates**

The maximum hourly equipment rate allowable shall be the weekly rate as set forth in the Rental Rate Blue Book, published by Primedia, including all Rate Adjustment Tables and amendments, divided by 40 hours. Any equipment charges in excess of this hourly rate will not be eligible for payment by the DOT.

(b) **Annual Equipment List**

Annually, on or before April 1st, an equipment list and Blue Book rate are to be provided to the Department's Division of Financial Services. The equipment list must include equipment number, type, year, model, and capacity. The Blue Book rate is to be submitted with supporting documentation for each piece of equipment, including a reference to edition, section and page in the Rental Rate Blue Book.

«Organization\_Name» «Organization\_Name\_Ext»

(c) **Unit Price Basis**

The utility company and continuing contractor agree to utilize actual direct and related indirect cost or unit price for all work. Furthermore, the utility and continuing contractor shall agree that when working under the terms of the continuing contractor certification, the Lump Sum method will not be utilized for any aspect of the work.

(d) **Price Quotes**

The continuing contractor has furnished acceptable quotations to the utility company for performing the work. All rates charged to the utility company for State highway projects shall not exceed those which would be charged the utility company for other than State highway work.

(e) **Retention Of Records**

The utility company and continuing contractor agree to retain all cost records and accounts relating to the project for a period of at least three years from the date final payment has been received by the utility.

(f) **Audits**

The utility company and continuing contractor agree to permit representatives of the State and the Federal Government to audit all cost records and accounts of the utility company and the continuing contractor pertaining to State highway work for a period of three years from the date final payment has been received by the utility.

(g) **Joint Ownership Prohibition**

The use of the *continuing contractor* is done with the understanding that there is no joint ownership interest between the utility company and the continuing contractor.

For your convenience, the enclosed joint certification letter is to be executed by duly authorized representatives of both the utility company and the continuing contractor. Upon execution, please forward an original copy to the Department.

Thank you for your continued cooperation in this matter.

Very truly yours,



Joseph J. Obara, P.E.  
Manager of Design Services  
Bureau of Engineering  
and Highway Operations

## UTILITY COMPANY LETTERHEAD

Mr. Sohrab Afrazi  
Transportation Principal Engineer  
Bureau of Engineering and Highway Operations  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06130-7546

Dear Mr. Afrazi:

**Subject: Continuing Contractor Certification**

The \_\_\_\_\_, hereinafter referred to as “the utility”, when working in the performance of utility relocations necessitated by State highway projects, and the \_\_\_\_\_, hereinafter referred to as “the continuing contractor”, jointly certify the following requirements will be adhered to in the performance of such work:

**REQUIREMENTS:**

- (a) **Equipment Rates**  
The maximum hourly equipment rate allowable shall be the weekly rate as set forth in the Rental Rate Blue Book, published by Primedia, including all Rate Adjustment Tables and amendments, divided by 40 hours. Any equipment charges in excess of this hourly rate will not be eligible for payment by the DOT.
  
- (b) **Annual Equipment List**  
Annually, on or before April 1<sup>st</sup>, an equipment list and Blue Book Rates will be provided to the Department’s Division of Financial Services. The equipment list will include equipment number, type, model, year, and capacity. The Blue Book Rate will be submitted with supporting documentation for each piece of equipment, including a reference to the section and page in the blue book.

(c) **Unit Price Basis**

The utility and continuing contractor agree to utilize actual direct and related indirect cost or unit price for all work. Furthermore, the utility and continuing contractor agree that, when working under the terms of the continuing contractor certification, the Lump Sum method will not be utilized for any aspect of the work.

(d) **Price Quotes**

The continuing contractor will furnish acceptable quotations to the utility for performing the work. All rates charged to the utility for State highway work will not exceed those which would be charged the utility for other than State highway work.

(e) **Retention Of Records**

All cost records and accounts relating to the project will be retained by the utility and continuing contractor for a period of at least three years from the date final payment has been received by the utility company.

(f) **Audits**

The utility and continuing contractor agree to permit representatives of the State and the Federal Government to audit all records of the utility and continuing contractor pertaining to State Highway work for a period of three years from the date final payment has been received by the utility.

(g) **Joint Ownership Prohibition**

The use of the continuing contractor is done with the understanding that there is no joint ownership interest between the utility and the continuing contractor.

**Duly-Authorized**

**Utility  
Company:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Continuing  
Contractor:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_