



# STATE OF CONNECTICUT

## DEPARTMENT OF TRANSPORTATION



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

Phone: (860) 594-3397

September 4, 2018

### To: Utility Companies

To Whom It May Concern:

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

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

#### **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 Department.

(b) **Annual Equipment List**

Annually, on or before April 1<sup>st</sup>, an equipment list and Blue Book rate are to be provided to the Department's Office of Financial Management and Support. 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.

(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 to 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 (3) 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 (3) 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.

A [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,

James A. Fallon, P.E.  
Manager of Facilities and Transit  
Bureau of Engineering and Construction