

## **Request to Subcontract Form (CLA-12) Instructions**

### **General:**

The Connecticut Department of Transportation (CTDOT) Standard Specification for Roads, Bridges, Facilities, and Incidental Construction (Standard Specifications) Article 1.08.01 – “Transfer of Work or Contract” or Special Provisions, states requirements related to Contractor self-performance and transfer of work or subcontracting. The Contractor, and in the case of a Subcontractor further subletting work, shall not sublet, sell transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any individual or entity without the written consent of the Commissioner.

The CLA-12 is the form designated to request approval to sublet. It is not a form for requesting approval of Pre-Award Commitment Modifications. Pre-Award Commitment Modifications must be approved prior to submission of a related CLA-12 by use of the latest CRD15-1 form found on the CTDOT Website.

The Contractor is responsible for completing the CLA-12 form, including the required subcontract language and providing the attachments in accordance with the requirements provided on the CLA-12 form, in these instructions, and as required by the prime contract. To request and gain approval to sublet or subcontract, the Contractor is required to submit the CLA-12 and attachments, through the CTDOT COMPASS application. The CLA-12 and required information must be submitted far enough in advance of the work to allow for approval prior to the date the subcontractor will start work on the project. A minimum of 30 days should be allowed for review and approval. The CTDOT will only approve a maximum of 3 tiers of subcontracting.

The CLA-12 must indicate when a request is related to a Disadvantaged Business Enterprise (DBE) or Small Business Enterprise (SBE). CLA-12s are required for producers, manufacturers, truckers, and services when they are registered or certified as a DBE and/or SBE.

The CLA-12 must be completed accurately by the Prime Contractor to identify the unit prices and amounts of work subcontracted to each tier subcontractor by item for each project and sub-project. This information must reference the appropriate Project Number(s) and other information as indicated in the latest “Contract Line-Item Category Report” (which will reflect the contract line items as of the latest approved change order) or other report to ensure the unit prices and amounts for each item are consistent with the Contract as amended. To assist with this, a “Contract Line-Item Category Report” or other report showing the latest line item unit prices and amounts, will be provided to the Contractor upon a request to the CTDOT District Project Engineer.

The CLA-12 is updated regularly due to Federal and State mandates, as well as needed enhancements and CTDOT requirements related to project administration. The latest version of the CLA-12 form will be accepted. Any CLA-12 submittal that does not use the current form may be returned unprocessed.

The Contractor must follow the CLA-12 Form Specific Instructions to complete the CLA-12 form as intended.

## CLA-12 Form Specific Instructions

This form was designed in Microsoft Office 365; it is recommended to download a copy to your computer and use Microsoft Excel to complete the form.

### CLA-12 Tab

#### **Section 1: Project Information**

In the space provided enter:

1. CLA-12 Number – use the drop-down menu to select the next number corresponding to the number of CLA-12's that have been submitted for the subject project
2. Project Number – Must be entered in the following format, **0000-0000**
3. District – use the drop-down menu to select the corresponding District Number of the Project
4. District Engineer – will auto populate after selecting the corresponding District Number of the Project
5. Project Description

#### **Section 2: Prime Contractor**

In the space provided enter:

1. Prime Contractor's name
2. Prime Contractor's address
3. Prime Contractor's [Federal Employer Identification Number \(FEIN\)](#) – This is a unique nine-digit identification number
4. Prime Contractor's Contact Person name – The contact person is the person that is designated in case of follow-up questions from CTDOT
5. Prime Contractor's Contact Person's telephone number
6. Prime Contractor's Contract Person's email address

#### **Section 3: Project Funding**

1. Project Funding Source:
  - a. Select **Federal**, from the drop-down menu if there is any amount of federal funds
    - i. If federal is selected a box will appear. Enter the Federal Aid # in that box.
  - b. Select **State**, from the drop-down menu

#### **Section 4: Contract Details**

In the space provided enter:

1. Percent of Original Work that must be performed by the Prime Contractor: refer to Article 1.08.01 of the Contract (enter as a decimal).
2. Percent of Original of Work that may be Sublet- This will auto populate based on the entry in the percent of original work that must be performed by the Prime Contractor noted above.

3. Original Contract Value – This is the Contract dollar value at award. This value does not change.
4. Previous Original Items Sublet – This is the summation of all previously (not including this CLA-12) sublet original contract items up to the original quantities and dollar values. The only time this dollar value will be 0 (zero) is on the first CLA-12 (CLA-001).
  - a. The original contract items are the items stated in the contract at award and up to the original quantity and value. Quantities exceeding the original quantity for original items or items added after award are considered change order items that are not to be included in the summation of Previous Original Items Sublet.

The following spaces will auto calculate based on values entered by the Prime Contractor on the Contract Items Tab (sheet) outlined in like named instructions later in this document:

5. Original Items Value – This is the Subcontractor’s dollar value for all original items (on this CLA-12)
6. Change Order Items Value – This is the Subcontractor’s dollar value for all change order items (on this CLA-12)
7. Total Items Value on this CLA-12 – This is the Subcontractor’s total dollar value of original and change order items on this CLA-12
8. Percentage of Original Work Sublet including this CLA-12 – This percentage is calculated by taking the summation of previous original items sublet dollar value, adding it to the original items value (on this CLA-12), and then dividing it by the original contract value and multiply by 100. This percentage will auto calculate after the number of subcontractor tiers is selected and the contract items are entered on the contract items sheet.

### **Section 5: Subcontractor(s)**

**For projects having Federal Funding follow the instructions identified as 5A and 6A to complete Sections 5 and 6 of the CLA-12 form.**

**For projects having only State Funding follow the instructions identified as 5B and 6B to complete Sections 5 and 6 of the CLA-12 form.**

### **Section 5A Federal: Subcontractor(s)**

1. Enter the anticipated start date for the lowest tier subcontractor on this CLA-12
2. Use the drop-down menu to select the Number of Subcontractor Tiers (maximum of 3)
3. For each subcontractor tier enter in the space provided or select the appropriate answer from the drop-down menu
  - a. Subcontractor’s Name
  - b. Address
  - c. FEIN #
  - d. “Is this Subcontractor a certified [Disadvantaged Business Enterprise](#) (DBE)?”
  - e. “Is this Subcontractor part of the Pre-Award Commitment (PAC)?”
  - f. “Is this work of this Subcontractor being proposed as a Good Faith Effort (GFE)?”
    - i. If **yes** is selected, the description of services have been verified in the [DBE Directory](#) and a Commercial Useful Function (CUF) review will be performed -

By selecting yes, *The Contractor is stating that they have verified: For DBE that the subcontractor and tiers below the subcontractor are certified in the work by reviewing the DBE Directory or and descriptions. And the DBE subcontractor will perform a CUF complying with the federal regulations.* If there any questions, contact DCO Subcontracting Group at [DOT.OOC.Subcontract@ct.gov](mailto:DOT.OOC.Subcontract@ct.gov)

4. Contractor Pre-Award Commitment Check
  - a. Select the most appropriate answer from the drop-down menu
    - i. The request to sublet is for a PAC Subcontractor and is identical to the CTDOT approved PAC.
    - ii. This request to sublet is for a PAC Subcontractor and includes all items and quantities. In addition, there are other items and/or quantities exceeding the CTDOT approved PAC items and quantities.
    - iii. This request to sublet is for a PAC Subcontractor and does reduce PAC items, but a PAC Modification (PACMOD) has been approved by CTDOT for this work.
    - iv. This request to sublet is not for a PAC Subcontractor and does not revise work committed to any PAC Subcontractor.
    - v. This request to sublet is not for a PAC Subcontractor, but does revise PAC work, however, a PAC Modification (PACMOD) was previously approved by CTDOT for the work.

#### **Section 5B State: Subcontractor(s)**

1. Enter the anticipated start date for the lowest tier subcontractor on this CLA-12
2. Use the drop-down menu to select the Number of Subcontractor Tiers (maximum of 3)
3. For each subcontractor tier enter in the space provided or select the appropriate answer from the drop-down menu
  - a. Subcontractor's Name
  - b. Address
  - c. FEIN #
  - d. "Is this Subcontractor a certified [Small Business Enterprise](#) (SBE)?"
  - e. "Is this Subcontractor part of the Pre-Award Commitment (PAC)?"
  - f. "Is this work of this Subcontractor being proposed as a Good Faith Effort (GFE)?"
    - i. By selecting yes, *The Contractor is stating that they have verified that the subcontractor is listed in the [Small/Minority Directory](#) as an SBE/MBE (see the SBE Specification for more information) and that the subcontractor will perform a CUF (to perform a CUF such that the work counts for SBE credit, the SBE must self-perform the amount of work required by the state statute for SBE and cannot further sublet to non-SBEs more than the amount of work allowed by the state statute for SBE.* If there are any questions, contact DCO Subcontracting Group at [DOT.OOC.Subcontract@ct.gov](mailto:DOT.OOC.Subcontract@ct.gov)
4. Contractor Pre-Award Commitment Check
  - a. Select the most appropriate answer from the drop-down menu
    - i. The request to sublet is for a PAC Subcontractor and is identical to the CTDOT approved PAC
    - ii. This request to sublet is for a PAC Subcontractor and includes all items and quantities. In addition, there are other items and/or quantities exceeding the CTDOT approved PAC items and quantities.

- iii. This request to sublet is for a PAC Subcontractor and does reduce PAC items, but a PAC Modification (PACMOD) has been approved by CTDOT for this work.
- iv. This request to sublet is not for a PAC Subcontractor and does not revise work committed to any PAC Subcontractor.
- v. This request to sublet is not for a PAC Subcontractor, but does revise PAC work, however, a PAC Modification (PACMOD) was previously approved by CTDOT for the work.

## **Section 6A Federal: Subcontract Checks and Inclusions**

1. Section A: The Prime Contractor is required to ensure that:
  - a. The Executed Subcontract/Purchase Order is included into this request to sublet
  - b. The Subcontractor is not listed as debarred on [CT Department of Labor Debarment](#) and [Federally Debarred](#) (SAM.gov)
  - c. All Subcontracts/Purchase Orders physically incorporate the following:
    - i. The [Subcontractor Affirmative Action Policy Statement](#) for each tier if the contract exceeds \$10,000.00
    - ii. The [Title VI](#) – Contractor Assurance
    - iii. The [Form 1273](#) (FHWA Projects Only)
  - d. All Subcontracts/Purchase Order's comply with the Prime Contract. The "Sample Subcontract Language" at the end of this document explains in detail, identified required subcontract language and inclusions (see page 9). Following the date set by the CTDOT in the notice to Contractor, CLA-12s submitted with subcontracts that do not comply will be returned, as stated on the CLA-12 form.
  - e. All Subcontracts/Purchase Order's incorporate the mandatory language detailed on the CLA-12 form. The mandatory statements are to be written in the subcontract directly above the signature lines of the subcontract for all subcontractor tiers.

## **Section 6B State: Subcontract Checks and Inclusions**

1. Section A: The Prime Contractor is required to ensure that:
  - a. The Executed Subcontract/Purchase Order is included into this request to sublet
  - b. The Subcontractor is not listed as debarred on [CT Department of Labor Debarment](#)
  - c. All Subcontracts/Purchase Order's physically incorporate the following:
    - i. The [Subcontractor Affirmative Action Policy Statement](#) for each tier if the contract exceeds \$10,000.00
  - d. All Subcontracts/Purchase Order's comply with the Prime Contract. The "Sample Subcontract Language" at the end of this document explains in detail, identified required subcontract language and inclusions (see page 9). Following the date set by the CTDOT in the notice to Contractor, CLA-12s submitted with subcontracts that do not comply will be returned, as stated on the CLA-12 form.
  - e. All Subcontracts/Purchase Order's incorporate the mandatory language detailed on the CLA-12 form. The mandatory statements are to be written in the subcontract directly above the signature lines of the subcontract for all subcontractor tiers.

## Contract Items Tab

The following spaces will auto populate based on entries made on the CLA-12 Tab and according to the instructions below:

1. Project Number
2. Prime Contractor Name
3. Tier # Subcontractor Name
4. Original Item Value – This is the Subcontractor’s dollar value for all original items (on this CLA-12)
5. Change Order Item Value – This is the Subcontractor’s dollar value for all change order items (on this CLA-12)
6. Total Item Value – This is the Subcontractor’s total dollar value of original and change order items on this CLA-12

To enter Contract Item information, select the appropriate answer from the drop-down menu or enter in the information requested as instructed below:

1. For the box in the column titled, “Is this an Original/CO Item?”
  - a. Use the drop-down menu to select either: Original or CO
2. For the box in the column titled, “Contract Item Line #” Enter the Contract Line Item as stated in the Contract Line-Item Category Report
3. For the box in the column titled, “Item ID #”- Enter the Item ID # stated in the Contract Line-Item Category Report
4. For the box in the column titled, “Item Description” – Enter the Item Description stated in the Contract Line-Item Category Report
5. For the box in the column titled, “Special Provision?” – Select yes or no
6. For the box in the column titled, “PAC Item?” – Select yes or no
7. For the box in the column titled, “Is this a Partial Item?” Select yes if the subcontractor is only being sublet part of the item total, or no, if the subcontractor is being sublet the entire item total.
  - a. If yes is selected, subcontracted items of work must be clearly defined in terms of quantity, price, and unit of measure in addition an explanation of who will perform the remainder of the partial item must be identified. If the Subcontractor is a DBE, a reminder that the NAICS codes have been verified and a Commercial Useful Function (CUF) review will be performed.
8. For the box in the column titled, “Prime Unit of Measure – Enter the Prime Unit of measure Identified as the Unit price the CTDOT is paying the Prime Contractor as stated in the Contract Line-Item Category Report
9. For the box in the column titled, “Prime Unit of Price” – Enter the Prime Unit Price Identified as the Unit price the CTDOT is paying the Prime Contractor as stated in the Contract Line-Item Category Report
10. Prime Quantity – For the box in the column titled, “Prime Quantity” – Enter the Prime Quantity Identified as the Unit price the CTDOT is paying the Prime Contractor as stated in the Contract Line-Item Category Report

\* If you are entering items that have the same “Contract Item Line #” and “Item ID #” **do not enter** “Prime Unit Price” and “Prime Quantity” on any line following the first line of the item. Refer to the example below.

\* Note: “Item # 0975004 – Mobilization & Project Closeout” can **NOT** be sublet per Section 9.75.01 of Form 818 Standard Specifications. Mobilization may be sublet to the Contract Item Line # that it pertains to. However, the CTDOT will pay in accordance with the applicable Contract item specification. See example below for the correct way to sublet Mobilization.

Project Number: 0000-0000								Original Item Value		Change Order Item Value		Total Item Value	
Prime Contractor: ABC Paving								\$	540,000.00	\$	-	\$	540,000.00
Tier 1 Subcontractor: XYZ Electrical								\$	11,100.00	\$	-	\$	11,100.00

  

#	Is this an Original/CO Item?	Contract Item Line #	Item ID #	Item Description	Special Provision? (Y/N)	PAC Item? (Y/N)	Partial Item? (Y/N)	Prime Unit of Measure	Prime Unit Price	Prime Quantity	Sub Unit of Measure	Sub Unit Price	Sub Quantity	Total Item Value Subcontracted
1	Original	0350	1202999	Drilled Shaft Traffic Structure Foundation	No	No	Yes	Each	\$ 45,000.00000	12	Days	\$ 4,800.00000	2	\$ 9,600.00
2	Original	0350	1202999	Mobilization	No	No	Yes	Each			Each	\$ 750.00000	2	\$ 1,500.00

11. Subcontractor Unit of Measure
12. Subcontractor Unit Price
13. Subcontractor Quantity
14. Total Item Value Subcontracted – auto calculates based on Subcontractor’s unit price, and quantity

### CLA-12 Tracking Sheet Tab (optional)

The CLA-12 tracking sheet may be utilized by Prime Contractors to track CLA-12 submittals and the dollar value of subcontracted contract items.

### Submitting The CLA-12 Through COMPASS

Once the CLA-12 form is completed and the attachments are assembled as instructed above and on the CLA-12 form the Contractor must submit the CLA-12 through COMPASS in accordance with the [COMPASS Contractor’s User Manual and the instructions below](#):

1. The CLA-12 and attachments must be assembled into one pdf document.
2. The file naming convention for the CLA-12 and attachments PDF to be used is: Project Number Submittal Description Abbreviated Subcontractor Name, as shown below using a maximum of 50 characters counting spaces:

***Example: 0000-0000 CLA-12 ABC Paving***

3. The CLA-12 PDF should be composed of the following in the following order:
  - a. CLA-12 (Tab from CLA-12 excel form)
  - b. Contract Items (Tab from CLA-12 excel form)
  - c. CLA-12 Tracking Sheet (optional Tab from CLA-12 excel form)
  - d. Executed Subcontract/PO
4. The submittal type to be used in COMPASS is ***CLA-12***
5. The submittal naming convention is: Submittal Description Abbreviated Subcontractor Name as shown below using a maximum of 50 characters counting spaces:

***Example: CLA-12 ABC Paving***

6. If the CLA-12 submittal is returned to the contractor as revise and resubmit, the contractor must follow the instruction in the [COMPASS Contractor's User Manual](#) Section 2.5.2 Revise and Resubmit and Section 2.5.3 Revising and Replacing a File



## ***Sample Subcontract Language***

The following Sample Subcontract Language is based on the CTDOT Standard Specifications, related special provisions, and alternative contracting contracts as noted. It is intended as an aid in conformance with the requirements. Contractors should conduct their own due diligence to verify the language required in each CTDOT Contract as they are issued.

### 1.03.04 and 1.20-1.03.04 and DB 1.03.04 (similarly in CMAR and CMGC contracts)

In conformance with Section 49-41a of the Connecticut General Statutes, as revised, the Contractor shall:

1. Within 30 days after any given Contract payment to the Contractor by the State, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when charges for such labor or materials have been included in a payment estimate paid by the State; and
2. Include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors on the Project, whether for labor performed or materials furnished, within 30 days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor for the Project.

If the Contractor believes that it has a valid reason for withholding payment for particular work or materials from a subcontractor or supplier, then the Contractor, within 30 days of receiving payment from the State for that work or materials, shall notify the subcontractor or supplier and CTDOT of its reasons for withholding payment.

### Notice to Contractor – Mandated Use of AASHTOWare Project Construction Management Software

This NTC details the required use of AASHTOWare Project by Prime Contractors and Subcontractors related to Payrolls, Payment Verifications, and related requirements. The referenced specifications are required to be included in all subcontracts.

### 1.03.07 – Insurance

The sub-articles of 1.03.07 and **1.20-1.03.07** require certain insurances for the Prime Contractor and subcontractors. Although there is not specific statement of requiring inclusion of specific language in all subcontracts the CTDOT Contract provision applies requirements to the Prime Contractor and subcontractors, therefore it is recommended that the Prime Contractor address these as outlined in the CTDOT Contract and as appropriate in the subcontracts.

Design-Build, Construction Manager at Risk, and Construction Manager General Contractor will contain similar requirements although the Contract organization may use a different numbering system.

### 1.05.12 Payrolls

(Contracts as of late 2022) 1.05.12 and 1.20-1.05.12 require language found in the version of the standard specification as supplemented by the special provision in the CTDOT contract be included in subcontracts.

Design-Build, Construction Manager at Risk, and Construction Manager General Contractor will contain similar requirements, although the Contract organization may use a different numbering system.

### 1.05.25 Use of AASHTOWare Project® Software

(Contracts as of late 2022) 1.05.25 and 1.20-1.05.25 require language found in the version of the standard specification as supplemented by the special provision in the CTDOT contract be included in subcontracts.

### Affirmative Action Policy Statement

The Affirmative Action Policy Statement provided by (link from the CLA-12 form) is required to be included in all subcontracts exceeding \$10,000.00.

### Title VI

The Title VI Contractor Assurances The affirmative action policy statement (provided link from the CLA-12 form) is required to be included in all subcontracts for federal aid projects.

### Form 1273

The FHWA Form 1273 provided by (link from the CLA-12 form), “Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).”

### 1.08.01 Transfer of Work

The Contractor shall include the following alternative dispute resolution clause in all of its project subcontracts:

*"For any dispute arising out of the agreement between the Contractor and a subcontractor, including claims of late payment or non-payment, which cannot be settled within 60 days of the subcontractor submitting a written claim to the Contractor, either party may bring the dispute before an alternative dispute resolution entity for resolution. If the parties do not agree upon a particular dispute resolution entity for that purpose, the dispute shall be resolved under the auspices and construction arbitration rules of the American Arbitration Association, or under the rules of any other alternative dispute resolution entity approved by the Department either generally or for the specific dispute. The Department may not be made a party to formal arbitration regarding such a dispute. These rights and restrictions may not be waived, and if these provisions are not included in the Contractor's subcontracts for the Project, these provisions shall nonetheless be read into them."*

*Article 1.08.01 also states that, "The Contractor shall pay the subcontractor for work performed within 30 days after the Contractor receives payment for the work performed by the subcontractor."*

*"Withholding retainage by the Contractor, subcontractor or lower tier subcontractors is not allowed."*

*... "Payment for work that has been performed by a subcontractor does not eliminate the Contractor's responsibilities for all the work as defined in 1.07.12, "Contractor's Responsibility for Work."*

*"Payment for work that has been performed by a subcontractor also does not release the subcontractor from its responsibility for maintenance and other periods of subcontractor responsibility specified for the subcontractor's items of work. Failure of a subcontractor to meet its maintenance, warranty or defective work responsibilities may result in administrative action on future Department contracts. For any dispute regarding prompt payment, the alternate dispute resolution provisions of this article shall apply."*

*"The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements."*

*The Contractor should ensure that the language noted above is in the subcontracts and that conflicting language is not present in order to comply with the CTDOT Contract.*

*Note: Design-Build, Construction Manager at Risk, and Construction Manager General Contractor will contain similar requirements although the Contract organization may use a different numbering system.*

### Required Acknowledgements

As stated on the CLA-12 Form, the following is to be included just above the signature lines of each subcontract:

By signing this document all parties certify that:

1. The Prime Contractor and Subcontractor agree they have not participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project.
2. They have been warned that knowingly and willfully providing false information is a violation of 18 USC Section 1001 (False Statements), punishable by fine or imprisonment, or both.
3. The Prime Contractor and Subcontractor agree to comply with and be bound by all other terms of the Contract between the Prime Contractor and Department, and that in the event of a conflict between the language of the subcontract and Contract, the Contract supersedes.
4. In addition to the Prime Contractor oversight responsibilities, it is the responsibility of the Subcontractor to read and understand the Contract between the Prime Contractor and Department in order to remain in compliance with both state and Federal laws, regulations and guidelines as applicable.
5. Nothing in this document shall imply any contractual relationship between the Subcontractor and the Department.
6. This subcontract becomes recognized on this project upon the approval to sublet by the Department.

### General Note:

*Design-Build, Construction Manager at Risk, and Construction Manager General Contractor will contain similar requirements although the Contract organization may use a different numbering system. The Contractor if involved with one of those project types should ensure compliance with the specifications of the Contract.*