

By Mr. Pasciuecco of Boston, petition of Domenick S. Pasciuecco that provision be made for security for payments to laborers, subcontractors, materialmen and others engaged in public construction. State Administration.

The Commonwealth of Massachusetts

In the Year One Thousand Nine Hundred and Sixty-Six.

AN ACT PROVIDING FOR SECURITY FOR PAYMENTS TO LABORERS,
SUBCONTRACTORS, MATERIALMEN AND OTHERS ENGAGED IN PUBLIC
CONSTRUCTION.

*Be it enacted by the Senate and House of Representatives in
General Court assembled, and by the authority of the same, as
follows:*

1 SECTION 1. Section 29 of chapter 149 of the General Laws,
2 as most recently amended by chapter 696 of the acts of 1962,
3 is hereby further amended by striking out the second para-
4 graph and inserting in place thereof the following para-
5 graph: —

6 In order to obtain the benefit of such bond the claimant
7 shall file, with the county treasurer in the case of a contract
8 with a county, with the city or town clerk in the case of a
9 contract with a city or town, and with the contracting officer
10 or agent in the case of a contract with the commonwealth,
11 a district or other political subdivision or other public instru-
12 mentality, and in any event shall mail by registered or cer-
13 tified mail to the contractor principal on such bond and to
14 the subcontractor, if any, who ordered such labor, materials,
15 appliances, equipment or transportation, a sworn statement
16 of his claim prior to the expiration of sixty-one days after
17 the claimant ceases to perform labor or furnish labor, mate-
18 rials, appliances and equipment or transportation as afore-
19 said, for which claim is made, and for payments due for
20 health and welfare plans and other fringe benefits, prior to
21 the expiration of ninety days after the date of the furnish-
22 ing of the last of the labor for which such payments are made

23 and claimed, and for specially fabricated material prior to
24 the expiration of sixty-one days after delivery, or if delivery
25 is refused by the contractor or subcontractor prior to the
26 expiration of sixty-one days after the date of such refusal;
27 provided, that no such claim shall be valid for specially fab-
28 ricated material ordered by a subcontractor unless written
29 notice of the placement of the order and the amount thereof
30 has been given to the contractor principal on the bond within
31 twenty days after such placement; and provided, that no
32 such claim shall be valid for transportation charges, other
33 than demurrage charges, unless written notice of the amount
34 of the claim has been given to the contractor principal on
35 the bond within twenty days after the date of delivery of
36 the materials, appliances or equipment, and in the case of
37 demurrage charges, unless written notice of the amount of
38 the claim has been given the contractor principal on the
39 bond within sixty-three days after the date of release of the
40 transportation equipment; and provided, that no such claim
41 shall be valid for labor, materials, appliances or equipment
42 performed for or furnished to a subcontractor excluding pay-
43 ment due for health and welfare plans and other fringe bene-
44 fits unless within twenty days of the commencement of the
45 performance or furnishing of such labor or ten days of the
46 delivery of the first of such materials, appliances or equip-
47 ment written notice is given to the contractor principal on
48 the bond, stating the name of the subcontractor and the max-
49 imum amount which the claimant may claim on the bond by
50 reason of such labor, materials, appliances or equipment and,
51 if such claim is not paid or satisfied, shall, within one year
52 after the filing of such claim, file a petition in equity in the
53 superior court for the proper county to enforce his claim or
54 intervene in a petition already filed.

1 SECTION 2. This act shall not apply to any contract awarded
2 pursuant to any invitation for bids issued on or before the
3 effective date of this act, or to any persons or bonds in re-
4 spect of any such contract.