

By Mr. Hermann of North Andover, petition of the Associated Subcontractors of Massachusetts for legislation relative to restoring the bid forms and the subcontract form to the laws establishing the procedure for the awarding of building contracts. State Administration.

**The Commonwealth of Massachusetts**

In the Year One Thousand Nine Hundred and Eighty-Two.

**AN ACT TO RESTORE THE BID FORMS AND THE SUBCONTRACT FORM TO LAW ESTABLISHING THE PROCEDURE FOR THE AWARD OF BUILDING CONTRACTS.**

*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. Amend section 44E of chapter 149 as inserted by  
2 section 55 of chapter 579 of the acts of 1980 by striking out  
3 subparagraph 2 in section 44E and inserting in place thereof the  
4 following subparagraph 2: —

5 (2) Every general bid submitted for a contract subject to section  
6 forty-four A shall be submitted on a form furnished by the award-  
7 ing authority and containing the following provisions:

**FORM FOR GENERAL BID**

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for \_\_\_\_\_ in \_\_\_\_\_,  
(project)

Massachusetts, in accordance with the accompanying plans and specifications prepared by \_\_\_\_\_  
(name of architect or engineer)

for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered \_\_\_\_\_

C. The proposed contract price is \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

For alternate No. \_\_\_\_\_ Add \$ \_\_\_\_\_; Subtract \$ \_\_\_\_\_  
[Repeat preceding line for each alternate]

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2: \$ \_\_\_\_\_

Item 2. Sub-bids as follows: —

Sub-trade	Name of Sub-bidder	Amount	Bonds required, indicated by "Yes" or "No"
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
Total of Item 2		\$ _____	

The undersigned agrees that each of the above-named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if she/he is selected as general contractor, she/he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid duly filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

E. The undersigned agrees that, if she/he is selected as general contractor, she/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond, quality bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the

awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor are included in the contract price.

The undersigned hereby certifies that she/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The undersigned hereby certifies that she/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Agent)

\_\_\_\_\_  
(City and State)

1 SECTION 2. Amend section 44F of chapter 149 as inserted by  
2 section 55 of chapter 579 of the acts of 1980 by striking out  
3 subparagraph 2 in section 44F and inserting in place thereof the  
4 following subparagraph 2:—

5 2. Every sub-bid submitted in connection with a contract sub-  
6 ject to section forty-four A for a sub-trade designated in item 2 of  
7 the general bid form pursuant to section forty-four F shall be  
8 submitted on a form furnished by the awarding authority and  
9 containing the following provisions:

### FORM FOR SUB-BID

To all General Bidders Except Those Excluded:

A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications and addenda, all the work specified in Section

No. \_\_\_\_\_ of the specifications and in any plans specified in such section, prepared by \_\_\_\_\_ for \_\_\_\_\_  
(name of architect or engineer) (project)  
 in \_\_\_\_\_, Massachusetts, for the contract sum  
(city or town)  
 of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

For Alternate No. \_\_\_\_\_; Add \$\_\_\_\_\_ Subtract \$\_\_\_\_\_  
[Repeat preceding line for each alternate]

B. This sub-bid includes addenda numbered \_\_\_\_\_

C. This sub-bid

may be used by any general bidder except:

\_\_\_\_\_  
 \_\_\_\_\_

may only be used by the following general bidders:

\_\_\_\_\_  
 \_\_\_\_\_

[To exclude general bidders, insert "X" in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.]

D. The undersigned agrees that, if she/he is selected as a sub-bidder, she/he will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by such general bidder, who shall pay the premiums therefor, furnish a performance bond, quality bond and payment bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph

(including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications), the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

NAME	CLASS OF WORK	BID PRICE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Do not give bid price for any class or part thereof furnished by undersigned.]

F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.

G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein) and addenda, and to assume toward him all the obligations and responsibilities that she/he, by those documents, assumes toward the owner.

H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications: —

1. Have been in business under present business name \_\_\_\_\_ years.
2. Ever failed to complete any work awarded? \_\_\_\_\_
3. List one or more recent buildings with names of the general contractor and architect on which you served as a sub-contractor for work of similar character as required for the above-named building.

Building	Architect	General Contractor	Amount of Contract
(a) _____	_____	_____	_____
(b) _____	_____	_____	_____
(c) _____	_____	_____	_____
4. Bank reference _____			

I. The undersigned hereby certifies she/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The undersigned certifies that she/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four F.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Sub-bidder)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

1 SECTION 3. Amend section 44F of chapter 149 as inserted by  
2 section 55 of chapter 579 of the acts of 1980 by striking out the  
3 second paragraph in subparagraph 4(c) of section 44F and insert-  
4 ing in place thereof the following second paragraph in subpara-  
5 graph 4(c) of section 44F.

6 The subcontract shall be in the following form:

### SUBCONTRACT

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
19\_\_\_\_, by and between \_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_ an individual doing business as \_\_\_\_\_ hereinafter called the "Contractor" and \_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_ an individual doing business as \_\_\_\_\_ hereinafter called the "Subcontractor".

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. \_\_\_\_\_

of the specifications for \_\_\_\_\_

(Name of Sub-Trade)

and the plans referred to therein and addenda No. \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ for the \_\_\_\_\_

(complete title of the project)

and the project number taken from the title page of the specifications)

all as prepared by \_\_\_\_\_

(Name of Architect or Engineer)

for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s). \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans; specifications (including all general conditions stated therein) and addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and \_\_\_\_\_, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to be \_\_\_\_\_ hereinafter called the  
(Awarding Authority)

"Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in

this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL

ATTEST \_\_\_\_\_

\_\_\_\_\_  
(Name of Subcontractor)

By \_\_\_\_\_

SEAL

ATTEST \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_