

By Mr. Turner of Lee, petition of Warren A. Turner relative to payment to suppliers of materials to subcontractors for the construction of certain public works. State Administration.

The Commonwealth of Massachusetts

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

AN ACT RELATIVE TO PAYMENT TO SUPPLIERS OF MATERIALS TO SUB-
CONTRACTORS FOR THE CONSTRUCTION OF CERTAIN PUBLIC WORKS.

*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. The first paragraph of section 39F of chapter
2 30 of the General Laws, as most recently amended by section 1
3 of chapter 677 of the acts of 1956, is hereby further amended
4 by striking out the fourth sentence and inserting in place
5 thereof the following two sentences:— The general contractor
6 shall forthwith pay to the subcontractor the full amount re-
7 ceived as aforesaid from the awarding authority for the account
8 of such subcontractor less any amount due the general contrac-
9 tor under the subcontract, and less any amount due to one who
10 has supplied materials but did not furnish labor, to the sub-
11 contractor; and the awarding authority may take such steps
12 as it may deem necesasry to arrange that such amounts are
13 paid by the general contractor to the subcontractor forthwith.
14 Thereafter the general contractor shall forthwith pay to such
15 supplier the amount due to him, provided that such supplier
16 has seasonably notified the general contractor, in writing, of
17 the existence of such obligation.

1 SECTION 2. Said section 39F of said chapter 30 is hereby
2 further amended by striking out the third paragraph, added
3 by section 1 of chapter 677 of the acts of 1960, and inserting
4 in place thereof the following paragraph:—

5 On all contracts for building construction subject to the
6 provisions of sections forty-four A to forty-four L, inclusive, of
7 chapter one hundred and forty-nine, periodic payments for

8 work performed by a subcontractor shall be made to the general
9 contractor for payment to the subcontractor and shall be paid
10 to the subcontractor forthwith after receipt thereof by the
11 general contractor and without any ten day waiting period as
12 provided above, less any amount claimed by the general con-
13 tractor in a letter containing a breakdown of the claim and
14 sent to the subcontractor with such payment; provided, that a
15 general contractor, who has received a periodic estimate for a
16 periodic payment in proper form from a subcontractor three
17 days, Saturdays, Sundays and holidays excluded, before the
18 due date of the general contractor's periodic estimate for the
19 same periodic payment period to the awarding authority, shall
20 make payment to such subcontractor for money due the sub-
21 contractor for work done in such payment period less any
22 amount claimed by the general contractor in a letter contain-
23 ing a breakdown of the claim and sent to the subcontractor
24 with such payment, even though the general contractor does
25 not submit a periodic estimate to the awarding authority for
26 that payment period, and less any amount due to one who has
27 supplied materials, but did not furnish labor, to the subcon-
28 tractor, and provided, further, that the awarding authority
29 shall take all reasonable steps to compel the general contractor
30 to make payment to the subcontractors as provided in this
31 paragraph, and upon the written request of a subcontractor
32 setting forth the amount payable but not paid, a copy of which
33 shall be sent to the general contractor, shall make direct pay-
34 ment to such subcontractor of such amount not paid, out of
35 sums payable to the general contractor, and such direct pay-
36 ment to a subcontractor shall discharge the obligation of the
37 awarding authority to the general contractor to the extent of
38 any such payment. The general contractor shall forthwith pay
39 to such supplier the amount due to him which has been with-
40 held, provided that such supplier has seasonably notified the
41 general contractor, in writing, of the existence of such obli-
42 gation.