

By Mr. McGinn of Westfield, petition of Robert J. McGinn and another that provision be made for security for payments to laborers, sub-contractors, materialmen and others engaged in public construction. State Administration.

The Commonwealth of Massachusetts

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

AN ACT PROVIDING FOR SECURITY FOR PAYMENTS TO LABORERS, SUB-CONTRACTORS, 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 609 of the acts of 1964,
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 shall
7 file, with the county treasurer in the case of a contract with
8 a county, with the city or town clerk in the case of a contract
9 with a city or town, and with the contracting officer or agent
10 in the case of a contract with the commonwealth, a district
11 or other political subdivision or other public instrumen-
12 tality, and in any event shall mail by registered or certi-
13 fied 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 the
17 claimant ceases to perform labor or furnish labor, materials
18 appliances and equipment or transportation as aforesaid, for
19 which claim is made and for payments due for health and
20 welfare plans, supplementary unemployment benefit plans
21 and other fringe benefits, prior to the expiration of ninety
22 days after the date of the furnishing of the last of the labor

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

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