

Prevailing Wage Opinion Letter 12-04-05

December 4, 2005

I am writing in response to your request for this Office's written opinion regarding the applicability of the Massachusetts Prevailing Wage Law, M.G.L. c. 149, §§26-27H. Specifically, you have asked how the prevailing wage law applies to various contracts for the purchase, installation, and/or moving of office furniture.

In order to address your questions, two different prevailing wage laws must be considered: G.L. c. 149, §§26-27 (construction of public works), and G.L. c. 149, §27G (moving office furniture). The first of these laws, G.L. c. 149, §§26-27, requires the payment of prevailing wages when the public entity contracts for "the construction of public works." The term "construction" is defined, in pertinent part, as "additions to and alterations of public works." G.L. c. 149, §27D. The second of these laws, G.L. c. 149, §27G applies to contracts entered into with moving contractors for the moving of office furniture and fixtures.

Purchase of New Office Systems Furniture

As I understand it, XXXX purchases office systems furniture in quantities varying from single workstations to hundreds of workstations. The items are purchased from and installed by the selected furniture vendor. [\[1\]](#)

In this instance, prevailing wage would apply only to building alterations done in connection with the installation of the office furniture, e.g. electrical work that may need to be done to the building in order for the various workstations to make electrical or data network connections. Such work would constitute "construction" within the meaning of the prevailing wage statute, G.L. c. 149, §§27, 27D. The mere delivery, assembly, and placement of new office furniture, not affixed to the building, is not covered by the prevailing wage law. [\[2\]](#)

Purchase of New Freestanding Furniture

XXXX also procures freestanding furniture such as training tables, desks, and file cabinets. These items are purchased from and installed by the vendor. As stated earlier, prevailing wage law would not apply to the delivery and installation of such furniture, assuming no building alterations are necessary.

Disassembly, Moving and Reconfiguration of Existing Workstations

XXXX may also contract with a company, such as the furniture vendor's sub-contractor, to disassemble existing workstations, move, and reconfigure them in a different location. Such services would constitute the moving of office furniture and would require the payment of prevailing wage pursuant to G.L. c. 149, §27G (moving office furniture).

I hope this information has been helpful. If you have any further questions, please feel free to contact me.

Sincerely,
Lisa C. Price
Deputy General Counsel

[\[1\]](#) The vendor sub-contracts with another company to deliver and install the furniture.

[2] At times, the vendor will store the purchased furniture for XXXX for later delivery and installation by their sub-contractor. This would not affect the determination that prevailing wage law applies only to building alterations done in connection with the installation of the office furniture.