

INSIGHTS + NEWS

Client Alert: When “Time is of the Essence” Becomes a Seven-Figure Problem – Contractor Takeaways from *Enfield Builders v. DCAMM*

BY M. MATTHEW MADDEN, JR. • FEBRUARY 3, 2026

A recent decision from the Suffolk Superior Court Business Litigation Session (BLS), *Enfield Builders, Inc. v. the Commonwealth of Massachusetts, Division of Capital Asset Management and Maintenance* (No. 2184CV01075-BLS2, Mass. Super. Ct., May 12, 2025), is a sharp reminder that on public projects, courts may enforce strict milestone requirements and contractual notice provisions exactly as written.

WHAT HAPPENED

Enfield Builders, Inc. (EBI) contracted with DCAMM to build a medical and intake facility at the Worcester County Jail for approximately \$16.9 million, under a contract emphasizing strict deadlines and “time is of the essence.” The project fell significantly behind schedule, with delays tied in substantial part to non-conforming concrete pours and related repairs, and the contract was terminated for default in January 2020, when less than half the work was complete. EBI sought time extensions through proposed change orders, but the requests were submitted late and denied by DCAMM as untimely.

Following its termination, EBI sued DCAMM for the unpaid balance under contract and equitable theories; DCAMM counterclaimed for breach and indemnification. After both parties moved for summary judgment, the court largely ruled in DCAMM’s favor, holding EBI responsible for at least \$7.4 million in additional completion costs, while reserving factual issues about certain roofing costs and warranty-related claims for trial.

FROM DECISION TO JOBSITE: PRACTICAL STEPS FOR CONTRACTORS

Miss a Notice Deadline, Lose the Claim

One key takeaway from *Enfield Builders* is that late extension requests can be fatal. Even if the owner contributed to delay, missing the contract’s notice deadlines can cost you the time and money you would otherwise pursue.

Do this: Assign a notice owner, calendar deadlines, send written notice with a rights reservation right away, then support it with schedule and cost documentation.

Deadlines Matter, and Termination Can Follow

The decision reinforces that missed deadlines, especially when paired with default notices, can support termination even when the contractor argues responsibility was shared.

Do this: Keep the schedule current, document critical-path impacts as they occur, and confirm constraints and

directives in writing.

Quality Issues Can Become High-Dollar Exposure

Here, delays were tied in part to non-conforming concrete and repairs. Quality problems can expand from rework into delay allegations and completion-cost claims.

Do this: Keep a clean quality record with test reports, nonconformance notices, corrective action logs, sign-offs, and dated photos, especially for critical-path and high-risk work.

Do Not Rely on Equity as a Backup Plan

EBI pursued quantum meruit and unjust enrichment theories, but where a valid contract governs, equitable recovery is often unavailable, particularly without substantial performance.

Do this: Treat the contract as the roadmap. Confirm changes in writing and tie extra work to scope, time, and compensation.

After Termination, the Case Often Turns Into Completion Costs

Once a replacement contractor is engaged, disputes often become a “cost to finish and fix” fight. In *Enfield Builders*, the court held EBI liable for at least \$7.4 million, with some issues left for trial.

Do this: If default risk rises, document a recovery plan early and separate records for base scope, changes, and rework.

Design Defect Claims Require Proof of Damages

EBI argued the plans and specifications were insufficient, but the court found no evidence of damages tied to that theory.

Do this: Show the impact. Pair RFIs and field memos with schedule analysis and job-cost tracking that proves time, cost, or rework consequences.

TAKEAWAY

Enfield Builders v. DCAMM is a contractor cautionary tale: strict deadlines and strict notice requirements will be enforced as written. Late time-extension requests and weak contemporaneous proof can eliminate delay entitlement and leave contractors exposed to substantial completion-cost claims.