



BUILDING WITH BOWDITCH

A legal blog written for property owners, contractors, architects, engineers, and developers

Schedule Float in Massachusetts: Free Time or Fight Waiting to Happen?

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Float is the extra time in a construction schedule that nobody thinks about until everybody needs it.

On a well-run construction project, the schedule does more than show when work starts and finishes. It shows which activities are on the critical path and which activities have some breathing room. That breathing room is usually called “float” or “slack.” In practical terms, float is the amount of time an activity can slip before it delays the overall project completion date.

The important question is simple: who gets to use that time?

There are three common ways to look at it:

1. The contractor may argue that it owns the float because it prepared the schedule, sequenced the work and created the opportunity for float in the first place.
2. The owner may argue that it owns the float because it paid for the project schedule and should be able to use that time to manage the project efficiently.
3. The project owns the float, meaning neither side gets to hoard it and both sides may use it to keep the job moving.

For Massachusetts owners, contractors and subcontractors, the safest answer is not to assume a default rule. The better answer is to address float clearly in the contract. That language can explain whether float is shared, whether either party can consume it first, whether float may be used to offset owner caused delay, and whether either side is prohibited from padding activity durations or manipulating schedule logic.

The issue often becomes important only after the project is already under stress. By then, the parties may be arguing

about delay, acceleration, disruption, change orders and liquidated damages.

Float is not just a scheduling concept. It is a risk allocation tool, and the time to decide who can use it is before the schedule starts slipping.