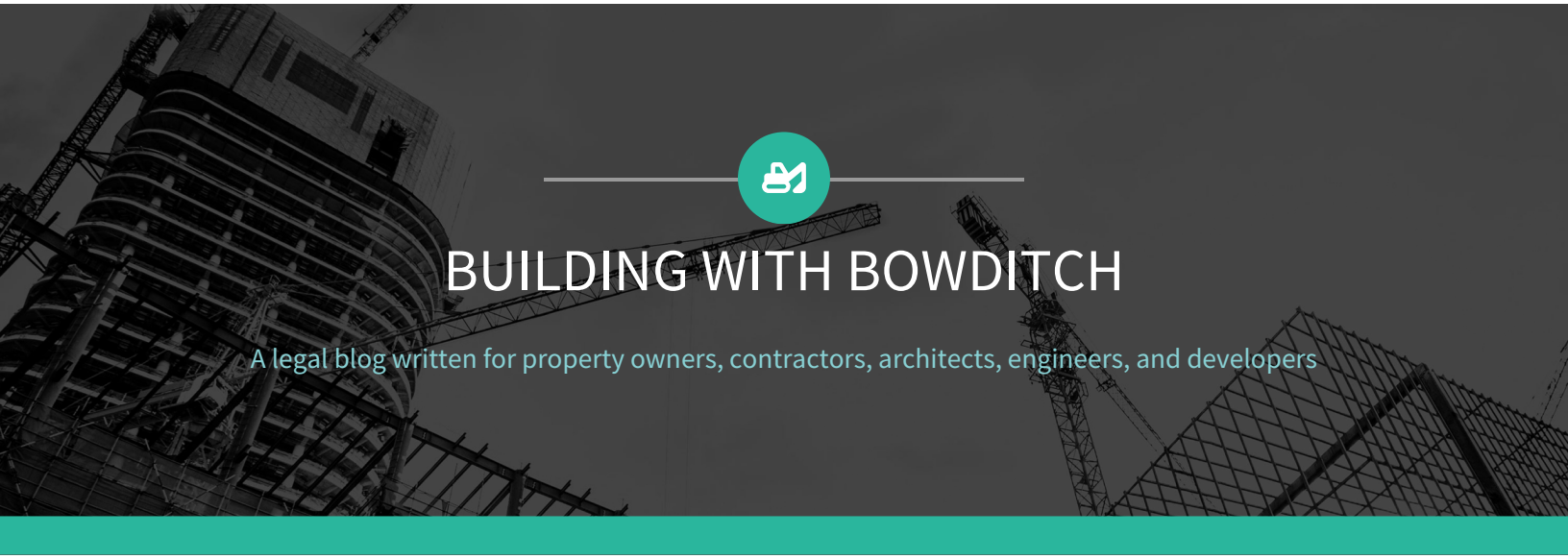

BUILDING WITH BOWDITCH

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No Money for Delay? Not So Fast in Massachusetts

BY M. MATTHEW MADDEN, JR. • JULY 15, 2026

A “no damages for delay” clause can sound like the end of the conversation, but in Massachusetts it is often only the beginning.

These clauses usually say that if the project is delayed, the contractor or subcontractor may receive more time, but not more money. A typical clause provides that the contractor has no claim for money damages or additional compensation for delay and is limited to an extension of time.

That language can be powerful. In *Reynolds Bros., Inc. v. Commonwealth*, 412 Mass. 1 (1992), the Supreme Judicial Court (SJC) enforced a no damages for delay provision and rejected the argument that the contractor could avoid the clause by characterizing the claim as hindrance or interference rather than delay.

But the clause is not always the end of the story.

In *Farina Brothers Co., Inc. v. Commonwealth*, 357 Mass. 131 (1970), the SJC criticized the awarding authority’s treatment of the contractor and held the Commonwealth liable where it failed to grant seasonable extensions and failed to assist the contractor properly in rescheduling work.

The Appeals Court took a practical approach in *Central Ceilings, Inc. v. Suffolk Construction Co.*, Inc., 91 Mass. App. Ct. 231 (2017). There, the court upheld damages for loss of productivity where the contractor’s failures compressed the subcontractor’s work and deprived it of the promised remedy of additional time.

Public projects add another layer. G.L. c. 30, § 39O requires certain public construction contracts to include provisions allowing price adjustments for suspensions, delays, interruptions or failures to act by the awarding authority, subject to the statute’s notice and timing requirements.

The practical point is this: do not assume a no damages for delay clause defeats the claim. The exact contract language,

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the project type, the notice history and the conduct of the parties all matter.

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