

MASSACHUSETTS SUPERIOR COURT

J.F. White Contracting Company v. Commonwealth of
Massachusetts, Acting by and Through Its Department of
Transportation, Rail and Transit Division

J.F. White Contracting Co. · Decided March 9, 2026

SUMMARY

The court grants MassDOT summary judgment on J.F. White Contracting Company’s claims for additional compensation arising from alleged differing site conditions and defective contract documents. The court holds that J.F. White failed to provide timely written notice and obtain required authorization or change orders before performing the disputed work, and therefore could not recover under breach of contract, implied covenant, or quantum meruit theories.

CASE DETAILS

COURT	Massachusetts Superior Court
WRITING FOR THE COURT	Kenneth W. Salinger
JURISDICTION	Massachusetts
DECIDED	March 9, 2026
DISPOSITION	other
PROCEDURAL POSTURE	MassDOT moved for summary judgment on J.F. White's claims for breach of contract, breach of the implied covenant of good faith and fair dealing, breach of an implied warranty concerning plans and specifications, quantum meruit, and unjust enrichment.
STANDARD OF REVIEW	Summary judgment is appropriate when no material facts are in dispute and the moving party is entitled to judgment as a matter of law. A party opposing summary judgment must present sufficient evidence to establish an essential element of its claim.
PRECEDENTIAL VALUE	Published Massachusetts Superior Court opinion; no reporter or neutral citation appears in the source.
PARTIES	J.F. White Contracting Company v. Commonwealth of Massachusetts, acting by and through its Department of Transportation, Rail and Transit Division

TOPICS

construction law

government contracts

summary judgment

conditions precedent

quantum meruit

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether MassDOT was entitled to summary judgment on J.F. White's differing-site-conditions claims because J.F. White failed to provide the contractually required timely written notice and obtain authorization before performing additional work.
2. Whether J.F. White could recover additional excavation or unsuitable-material costs under the Earthworks Specifications without complying with the General Conditions' notice and change-order requirements.
3. Whether J.F. White established that MassDOT orally amended or waived the contractual advance-notice requirements.
4. Whether J.F. White could evade the contractual notice requirements through claims for breach of the implied covenant of good faith and fair dealing or quantum meruit/unjust enrichment.
5. Whether J.F. White could recover for allegedly defective contract documents or breach of the implied warranty of the sufficiency of plans and specifications despite failing to report the alleged defects promptly and obtain advance change orders.

HOLDINGS

1. A contractor may not recover an equitable adjustment for differing site conditions when it fails to provide the written, prompt, and advance notice required by the contract and G.L. c. 30, § 39N.
2. To preserve a differing-site-conditions claim, the contractor must give written notice identifying with reasonable specificity the actual conditions at the particular site, do so promptly and before disturbing the conditions, and cease operations sufficiently to permit the owner to investigate.
3. The Earthworks Specifications did not independently authorize recovery of additional costs where the contractor failed to comply with the General Conditions' notice, approval, and change-order requirements.
4. J.F. White could not defeat summary judgment by asserting for the first time at oral argument that MassDOT orally amended the advance-notice requirements, and the record contained no evidence of a valid modification.
5. A contractor may not use the implied covenant of good faith and fair dealing or quantum meruit/unjust enrichment to obtain compensation that is barred by the express contractual notice requirements.
6. A contractor cannot recover for allegedly defective contract documents or breach of the implied warranty of plans and specifications when it failed to promptly report the alleged defects and obtain required advance change orders.

KEY QUOTATIONS

“Summary judgment is appropriate because no material facts are in dispute and the moving party, MassDOT, is entitled to judgment as a matter of law.” (-1)

“The contract states that claims for additional compensation due to differing site conditions “shall not be allowed unless [J.F. White] has first given the notice required” by contract.” (-3)

“This implied covenant “does not create rights or duties beyond those the parties agreed to when they entered into the contract.”” (-11)

FACTUAL BACKGROUND

J.F. White contracted with MassDOT to remove, replace, or clean culverts beneath active commercial rail lines for the South Coast Rail project. The contract, as amended, had a maximum obligation of approximately \$20.3 million. After substantially completing the work, J.F. White sought approximately \$11.5 million in additional compensation, asserting that it encountered unexpected soil conditions and defective plans and specifications. J.F. White did not provide timely written requests for equitable adjustments before disturbing the allegedly differing conditions, did not promptly report alleged document defects, and did not obtain advance change orders.

PROCEDURAL HISTORY

J.F. White sued MassDOT seeking approximately \$11.5 million in additional compensation arising from alleged differing site conditions and defective contract documents. The Superior Court allowed MassDOT's motion for summary judgment on all claims and ordered final judgment dismissing the claims with prejudice.

DISPOSITION

other

CASES CITED

- Tody's Service, Inc. v. Liberty Mut. Ins. Co., 496 Mass. 197, 199 (2025)
- Correllas v. Viveiros, 410 Mass. 314, 316 (1991)
- Kourouvacilis v. General Motors Corp., 410 Mass. 706, 715 (1991)
- Celotex Corp. v. Catrett, 477 U.S. 317, 328 (1986)
- Roman v. Trustees of Tufts College, 461 Mass. 707, 711 (2012)
- Glynn v. City of Gloucester, 21 Mass. App. Ct. 390, 394-398 (1986)
- D. Federico Co., Inc. v. Commonwealth, 11 Mass. App. Ct. 248, 252-253 (1981)
- Skopek Bros., Inc. v. Webster Housing Auth., 11 Mass. App. Ct. 947 (1981)
- Massachusetts Port Auth. v. Johnson Controls, Inc., 54 Mass. App. Ct. 541, 544 (2002)
- Massachusetts Mun. Wholesale Elec. Co. v. Town of Danvers, 411 Mass. 39, 46 (1991)
- Columbia Pontiac Co., Inc. v. Board of Assessors of Boston, 395 Mass. 1010 (1985)
- Vasys v. Metropolitan Dist. Comm'n, 387 Mass. 51, 52 (1982)

- Sutton Corp. v. Metropolitan Dist. Comm'n, 423 Mass. 200, 205 (1996)
- Commonwealth v. Pfeiffer, 492 Mass. 440, 457 (2023)
- Board of Registration in Medicine v. Doe, 457 Mass. 738, 743 n.12 (2010)
- Okerman v. VA Software Corp., 69 Mass. App. Ct. 771, 781 (2007)
- Magliozzi v. P&T Container Service Co., Inc., 34 Mass. App. Ct. 591, 595 (1993)
- Cookson Group plc v. Flynn, 52 Mass. App. Ct. 909, 911 (2001)
- Bergendahl v. Massachusetts Elec. Co., 45 Mass. App. Ct. 715, 718-719 (1998)
- Weiler v. PortfolioScope, Inc., 469 Mass. 75, 82 (2014)
- Druker v. Roland Wm. Jutras Assocs., Inc., 370 Mass. 383, 385 (1976)
- Wortis v. Trustees of Tufts College, 493 Mass. 648, 671 (2024)
- Ayash v. Dana-Farber Cancer Inst., 443 Mass. 367, 385 (2005)
- Boston Med. Ctr. Corp. v. Secretary of Executive Office of Health & Human Servs., 463 Mass. 447, 460 (2012)
- Curtis v. Herb Chambers I-95, Inc., 458 Mass. 674, 680 (2011)
- Cary v. New England Organ Bank, 446 Mass. 270, 285 (2006)
- Slater v. Traynor Management, Inc., 101 Mass. App. Ct. 705, 715 (2022)
- Chiappisi v. Granger Contracting Co., 352 Mass. 174, 177-178 (1967)
- Coghlin Elec. Contractors, Inc. v. Gilbane Bldg. Co., 472 Mass. 549, 555-559 (2015)
- Albert v. Commonwealth, 357 Mass. 306, 320 (1970)

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