

MASSACHUSETTS SUPERIOR COURT

Vanguard Construction Company, Inc. v. City of Lawrence;
Massachusetts Commercial Masonry Corporation v. Vanguard
Construction Company, Inc.; North American Specialty Insurance
Company; and the City of Lawrence

No. 2384CV00885-BLS2 / 2384CV01885-BLS2, Massachusetts Superior Court (February 26, 2026)

SUMMARY

The Massachusetts Superior Court considered whether Change Orders #3 and #7 extended the contractual deadline for substantial completion of repairs to the Museum Square Parking Garage in Lawrence. The court held that the change orders unambiguously extended the contract’s expiration date or contract time but did not alter the substantial completion deadline. It denied Commercial Masonry Corporation’s motion to preclude the City of Lawrence from making that argument and stated that it would instruct the jury accordingly.

CASE DETAILS

COURT	Massachusetts Superior Court
WRITING FOR THE COURT	Kenneth W. Salinger
JURISDICTION	Massachusetts Superior Court
DECIDED	February 26, 2026
DOCKET	2384CV00885-BLS2 / 2384CV01885-BLS2
DISPOSITION	other
PROCEDURAL POSTURE	In consolidated construction-contract disputes, Commercial Masonry Corporation moved in limine to preclude the City from arguing that Change Order No. 3 extended the substantial-completion deadline. During the final trial conference, Vanguard argued that Change Order No. 7 extended that deadline. The court resolved the contract-interpretation issue before trial and ordered that the jury be instructed that neither change order extended the deadline.
STANDARD OF REVIEW	Contract interpretation and whether a contract is ambiguous are questions of law for the court when the written contract is unambiguous.
PRECEDENTIAL VALUE	Published Massachusetts Superior Court opinion

PARTIES

Commercial Masonry Corporation, Vanguard Construction Company,
Inc. v. City of Lawrence

TOPICS

contract interpretation

construction law

contracts

commercial litigation

municipal law

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Change Order No. 3 extended the contractual deadline for substantial completion by changing the contract's expiration date to August 1, 2022.
2. Whether Commercial Masonry could invoke equitable estoppel to prevent the City from arguing that Change Order No. 3 did not extend the substantial-completion deadline.
3. Whether Change Order No. 7 extended the contractual deadline for substantial completion by changing the contract's expiration date to October 31, 2022 and increasing contract time by 91 days.

HOLDINGS

1. Change Order No. 3 did not extend the contractual deadline for substantial completion because it expressly provided that the current substantial- and final-completion dates remained unchanged and preserved all other contract terms.
2. Commercial Masonry could not establish equitable estoppel because reliance on an interpretation of Change Order No. 3 that conflicted with its qualifying language would have been unreasonable as a matter of law.
3. Change Order No. 7 did not extend the contractual deadline for substantial completion.

KEY QUOTATIONS

“Where written contracts are unambiguous when considered as a whole, as in this case, their meaning is a question of law for the Court to decide in advance of trial, not a question of fact to be resolved at trial.” (at 1)

“In other words, the plain language of Change Order #3 makes clear that the reference to the contract’s “expiration date” was not a reference to, and did not have the effect of altering, the Substantial Completion deadline established in the contract.” (at 3)

“Thus, in the context of the contract as a whole, including the plain language of Change Order #3, the further extension of the contract’s “expiration date” or “contract time” in Change Order #7 unambiguously did not extend the substantial completion deadline—for all of the reasons discussed above.” (at 4)

FACTUAL BACKGROUND

The City of Lawrence hired Vanguard Construction Company as general contractor for repairs to the Museum Square Parking Garage and retained Commercial Masonry Corporation for specified masonry, waterproofing, and concrete work. The contract required Vanguard to substantially complete the project by a deadline ultimately amended to December 20, 2021, defined substantial completion by the City's ability to occupy or use the garage, and stated that performance times were of the essence. Change Orders Nos. 3 and 7 extended the contract's stated expiration date and contract time, but each otherwise preserved the original contract terms; Change Order No. 3 expressly stated that the substantial- and final-completion dates remained unchanged.

PROCEDURAL HISTORY

The City hired Vanguard as general contractor for repairs to the Museum Square Parking Garage and retained Commercial Masonry as a subcontractor. The consolidated cases reached the Massachusetts Superior Court for pretrial resolution of the meaning and effect of Change Orders Nos. 3 and 7. The court denied Commercial Masonry's motion in limine and rejected Vanguard's argument concerning Change Order No. 7.

DISPOSITION

other

CASES CITED

- Seaco Insurance Co. v. Barbosa, 435 Mass. 772, 779 (2002)
- Quinn v. Mar-Lees Seafood, LLC, 69 Mass. App. Ct. 688, 695 (2007)
- Eigerman v. Putnam Investments, Inc., 450 Mass. 281, 287-288 n.8 (2007)
- Sullivan v. Southland Life Insurance Co., 67 Mass. App. Ct. 439, 443 (2006)
- Industrial Partners, LLC v. Intelligroup, Inc., 77 Mass. App. Ct. 793, 795 (2010)
- Suffolk Construction Co. v. Lanco Scaffolding Co., 47 Mass. App. Ct. 726, 729 (1999)
- Cody v. Connecticut General Life Insurance Co., 387 Mass. 142, 147 n.9 (1987)
- Herson v. New Boston Garden Corp., 40 Mass. App. Ct. 779, 791-792 (1996)
- General Convention of the New Jerusalem in the United States of America, Inc. v. MacKenzie, 449 Mass. 832, 835 (2007)
- Kingstown Corp. v. Black Cat Cranberry Corp., 65 Mass. App. Ct. 154, 158 (2005)
- Ucello v. Cosentino, 354 Mass. 48, 51 (1968)
- Crimmins & Peirce Co. v. Kidder Peabody Acceptance Corp., 282 Mass. 367, 375 (1933)
- Lieber v. President and Fellows of Harvard College, 488 Mass. 816, 823 n.15 (2022)
- Tupper v. Hancock, 319 Mass. 105, 109 (1946)
- Hertz v. Secretary of the Executive Office of Energy & Environmental Affairs, 73 Mass. App. Ct. 770, 776 (2009)
- Yarde Metals, Inc. v. New England Patriots Ltd. Partnership, 64 Mass. App. Ct. 656, 661 (2005)
- Kuwaiti Danish Computer Co. v. Digital Equipment Corp., 438 Mass. 459, 468 (2003)
- Eastern Massachusetts Street Railway Co. v. Boston Elevated Railway Co., 310 Mass. 659, 664 (1942)

- Clark v. State Street Trust Co., 270 Mass. 140, 151 (1930)

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