

Does a No-Damage-for-Delay Clause Also Preclude Acceleration Damages?

A **post** by Pepper Hamilton explores whether an enforceable no-damage-for-delay clause in a construction contract is also a bar to recovery of “acceleration” damages, *i.e.*, the costs incurred by the contractor in its attempt to overcome delays to the project’s completion date.

Authors **Ted R. Gropman** and **Christine Z. Fan** point out that courts are split as to whether damages for a contractor’s “acceleration” efforts are distinguishable from “delay” damages such that they may be recovered under an enforceable no-damage-for-delay clause.

They discuss a few ways for a contractor to circumvent an enforceable no-damage-for-delay clause to recover acceleration damages.

Read the article.