ADVANCE SHEET HEADNOTE
April 6, 2026

2026 CO 19

No. 24SC537, *Ralph L. Wadsworth Constr. Co. v. Reg'l Rail Partners* — Colorado Public Works Act — Construction Law — Statutory Interpretation.

In this case arising from a subcontractor's filing of a verified statement of claim under the Colorado Public Works Act, the supreme court granted certiorari to consider whether (1) disputed or unliquidated amounts, including delay and disruption damages, may lawfully be included in a verified statement of claim; and (2) a party who files an excessive claim forfeits all its legal rights and remedies for the amount claimed or only its statutory rights and remedies under the Act.

The court now concludes that disputed or unliquidated amounts may lawfully be included in a verified statement of claim, provided that the amounts otherwise fall within the statutory constraints of the Public Works Act. Further, on the facts presented here, the court concludes the trial court did not err in finding that Wadsworth's verified statement of claim was not excessive. Finally, the court concludes that a claimant who files an excessive claim forfeits only the statutory

rights and remedies created by the Public Works Act and not all rights and remedies otherwise available at law.

Accordingly, the court reverses the judgment of the court of appeals division below and remands this case to the division to allow it to address the additional issues raised in Wadsworth's cross-appeal that it did not previously address.

The Supreme Court of the State of Colorado
2 East 14th Avenue • Denver, Colorado 80203

2026 CO 19

Supreme Court Case No. 24SC537
Certiorari to the Colorado Court of Appeals
Court of Appeals Case No. 22CA2154

Petitioner:

Ralph L. Wadsworth Construction Company, LLC,

v.

Respondents:

Regional Rail Partners; Balfour Beatty Infrastructure, Inc.; Graham Contracting Ltd.; Travelers Casualty and Surety Company of America; Balfour Beatty, LLC; and Graham Business Trust.

Judgment Reversed
en banc
April 6, 2026

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JUSTICE GABRIEL delivered the Opinion of the Court, in which **CHIEF JUSTICE MÁRQUEZ**, **JUSTICE BOATRIGHT**, **JUSTICE HOOD**, **JUSTICE SAMOUR**, **JUSTICE BERKENKOTTER**, and **JUSTICE BLANCO** joined.

JUSTICE GABRIEL delivered the Opinion of the Court.

¶1 In this dispute arising from a subcontractor's filing of a verified statement of claim under the Colorado Public Works Act, §§ 38-26-101 to -110, C.R.S. (2025), we granted certiorari to consider whether (1) disputed or unliquidated amounts, including delay and disruption damages, may lawfully be included in a verified statement of claim; and (2) the penalty for filing an excessive claim under the Act is a claimant's forfeiture of all of its legal rights and remedies for the amount claimed, or only its statutory rights and remedies.[1]

¶2 We now conclude that disputed or unliquidated amounts may lawfully be included in a verified statement of claim, provided that the amounts otherwise fall

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[1] Specifically, we granted certiorari to review the following issues:

1. Whether a claimant who files an excessive verified statement of claim under the Colorado Public Works Act, §§ 38-26-101 to -110, C.R.S. (2024), forfeits both its statutory remedies and all other available legal remedies or, as with an excessive lien claimant under the General Mechanics' Lien Act, forfeits its statutory remedies only.
2. Whether a verified statement of claim under the Colorado Public Works Act may lawfully include disputed amounts, such as additional costs incurred by a subcontractor due to project delays and disruptions, or whether such claims are limited to undisputed, liquidated amounts.

In its briefing before us, petitioner Ralph L. Wadsworth Construction Company, LLC ("Wadsworth") addressed these issues in reverse order, and we will do the same.

within the statutory constraints of the Public Works Act, and that, on the facts presented, the trial court did not err in finding that Wadsworth's verified statement of claim was not excessive. We further conclude that a claimant who files an excessive claim forfeits only the statutory rights and remedies created by the Public Works Act and not all rights and remedies otherwise available at law.

¶3 Accordingly, we reverse the division's judgment and remand this case to the division to allow it to address the additional issues raised in Wadsworth's cross-appeal that the division did not previously address.

I. Facts and Procedural History

¶4 In 2013, the Regional Transportation District ("RTD") contracted with Regional Rail Partners to design and build the North Metro Rail Line public works project between Thornton and Denver's Union Station. The primary contract for this project was valued at over $343 million. Regional Rail then entered into a subcontract with Wadsworth for work related to portions of the rail line. The original subcontract price was $29 million, but, following change orders, Wadsworth was to be paid over $60 million.

¶5 The project was impacted by a number of delays and disruptions that significantly expanded both the project's timeline and associated costs. Wadsworth hired an expert to undertake an analysis of the costs and damages that Wadsworth had incurred due to these delays and disruptions. The expert

subsequently delivered a report concluding that Regional Rail owed Wadsworth approximately $12.4 million due to the "ongoing delays, disruptions and changes incurred by it at the project."

¶6 Pursuant to section 38-26-107(1), C.R.S. (2025), of the Public Works Act, Wadsworth filed a verified statement of claim with RTD. In this verified statement of claim, Wadsworth alleged that Regional Rail owed it nearly $15.8 million for the labor, materials, or other supplies that Wadsworth had provided in connection with the project. Upon receipt of this verified statement of claim, Regional Rail took issue with a contractual retention amount that it asserted was not yet owed. Wadsworth then amended its verified statement of claim to remove this retention amount, and the amendment reduced the claimed amount to approximately $12.8 million (comprising the $12.4 million from the expert report and additional amounts that came due after the report was served).

¶7 In response to Wadsworth's amended verified statement of claim (for convenience and consistency with the statutory language, we will hereafter refer to the amended verified statement of claim as the "verified statement of claim"), Regional Rail filed an ex parte petition in the Adams County District Court, pursuant to section 38-26-108, C.R.S. (2025), to substitute a corporate surety bond issued by Travelers Casualty and Surety Company of America as security in place of the verified statement of claim. In this petition, Regional Rail also requested

that the court release the verified statement of claim. The court granted Regional Rail's petition.

¶8 A few months later, Wadsworth initiated this action in the Denver District Court. In its complaint, as subsequently amended, Wadsworth asserted a variety of claims against defendants Regional Rail Partners, Balfour Beatty Infrastructure, Inc., Graham Contracting Ltd., Travelers Casualty and Surety Company of America, Balfour Beatty, LLC, and Graham Business Trust (collectively, "Defendants") seeking unpaid costs. These claims included a common law claim for breach of contract, a statutory claim for relief under the corporate surety substitution bond, and a statutory claim for failure to pay construction funds. In support of these claims, Wadsworth principally alleged that Regional Rail had caused numerous project delays, all of which impacted Wadsworth's ability to complete its work and caused Wadsworth to sustain additional costs.

¶9 Defendants answered, asserting a number of affirmative defenses as well as counterclaims. As pertinent here, Defendants alleged that Wadsworth had contributed to the delays underlying its asserted damages. Additionally, Defendants raised as both an affirmative defense and as a counterclaim that Wadsworth's verified statement of claim was excessive under section 38-26-110, C.R.S. (2025), and that Wadsworth had thus forfeited all rights to the amounts claimed in its verified statement of claim.

¶10 The case proceeded to a ten-day bench trial, after which the trial court issued extensive and detailed findings of fact and conclusions of law. The court ultimately determined that Regional Rail had not established that Wadsworth's verified statement of claim was excessive and that "there was a reasonable possibility the amount [Wadsworth] sought in the [verified statement of claim] was due." The trial court further found that Regional Rail had delayed and disrupted Wadsworth's work. The court thus awarded Wadsworth over $3.7 million in damages, including delay and disruption damages, and over $1.9 million in unpaid construction funds, which were to be paid no later than ten days after Regional Rail's receipt of such funds from RTD.

¶11 Regional Rail then appealed, arguing, as pertinent here, that the trial court had erred in finding that Wadsworth's verified statement of claim was not excessive and in thus concluding that Wadsworth's claims were not forfeited under section 38-26-110. Wadsworth, in turn, cross-appealed, arguing, in pertinent part, that the trial court had erred in (1) declining to award Wadsworth prejudgment interest; (2) denying Wadsworth penalty interest under the Prompt Payment Act; and (3) finding that Regional Rail did not owe final payment to Wadsworth until after RTD had issued final payment to Regional Rail, as opposed to after RTD had issued payment for Wadsworth's work.

¶12 A division of the court of appeals subsequently reversed the trial court's decision regarding Wadsworth's verified statement of claim. *Ralph L. Wadsworth Constr. Co. v. Reg'l Rail Partners*, 2024 COA 78, ¶¶ 43, 68, 558 P.3d 641, 650, 653. In so ruling, the division initially observed that it could discern no support in the record for the trial court's conclusion that there was a reasonable possibility that the sum claimed in the verified statement of claim was due. *Id.* at ¶ 35, 558 P.3d at 649. This was particularly true given (1) the substantial disparity between the amount claimed and the amount proved at trial and (2) the lack of any discussion regarding the evidence purportedly establishing that the amount claimed was for labor, materials, sustenance, or other supplies and that it was due at the time Wadsworth filed its verified statement of claim. *Id.* Indeed, in the division's view, the record unequivocally established no reasonable possibility that the amount claimed was due. *Id.* at ¶ 36, 558 P.3d at 649. In support of this conclusion, the division observed that although Wadsworth's expert had testified regarding how he had calculated the $12.4 million of the claimed amount, Wadsworth had presented no evidence as to the basis for the remaining amount claimed. *Id.* The division further observed that the bulk of the $12.4 million that Wadsworth had itemized was for delays, disruptions, and other problems associated with the project. *Id.* at ¶ 37, 558 P.3d at 649. The division believed that these items included amounts for lost profits, contractual markups, nonrental equipment costs, and

"extended overhead" that did not fall within the types of costs covered by section 38-26-107(1). *Ralph L. Wadsworth Constr. Co.*, ¶ 37, 558 P.3d at 649. And the division noted that the parties were vigorously disputing who had caused the delays, thus undermining any assertion that Wadsworth's unliquidated claim for delay damages was "due" at the time Wadsworth filed its verified statement of claim. *Id.* at ¶ 38, 558 P.3d at 649–50.

¶13 The question thus became whether Wadsworth knew that it had included in its verified statement of claim amounts that did not fall within the statute. *Id.* at ¶ 40, 558 P.3d at 650. The division concluded that the record unequivocally established that it did. *Id.* In support of this determination, the division observed that Wadsworth's president had acknowledged that the amount claimed included amounts "in excess of the agreed to change orders" and purportedly included lost profits. *Id.* at ¶ 41, 558 P.3d at 650. Thus, in the division's view, by Wadsworth's own admission, it knew that its claim included change orders that Wadsworth was seeking but to which Regional Rail had not agreed, as well as unliquidated claims for damages that Wadsworth had not yet proved. *Id.* at ¶ 42, 558 P.3d at 650.

¶14 The division thus concluded that, as a matter of law, the evidence established that (1) Wadsworth's verified statement of claim was for an amount greater than the amount due; (2) there was no reasonable possibility that the amount claimed was due; and (3) Wadsworth knew this when it filed its verified

statement of claim. *Id.* at ¶ 43, 558 P.3d at 650. Wadsworth's verified statement of claim was therefore excessive, and, as a result, Wadsworth had forfeited its entire claim. *Id.*

¶15 Accordingly, the division reversed the trial court's judgment "to the extent it awarded Wadsworth any amount included in its amended verified statement of claim." *Id.* at ¶ 68, 558 P.3d at 653. In light of this conclusion, the division did not need to reach three of Wadsworth's issues on cross-appeal. *Id.* at ¶ 61, 558 P.3d at 653.

¶16 Wadsworth then petitioned for certiorari review, and we granted its petition.

II. Analysis

¶17 We begin by setting forth the applicable standard of review and principles of statutory construction. We then apply these legal principles to determine whether disputed or unliquidated amounts may be included in a verified statement of claim. Concluding that they may be, we consider whether Wadsworth's verified statement of claim constituted an excessive claim under the Public Works Act. We end by addressing the proper construction of the Act's forfeiture provision regarding excessive claims, section 38-26-110.

A. Standard of Review and Principles of Statutory Construction

¶18 We review questions of statutory construction de novo. *People in Int. of B.C.B.*, 2025 CO 28, ¶ 24, 569 P.3d 74, 79. When interpreting statutes, we seek to determine and effectuate the legislature's intent. *Id.* In doing this, we apply words and phrases in accordance with their plain and ordinary meanings, and we consider the entire statutory scheme to give consistent, harmonious, and sensible effect to all of its parts. *Id.* Moreover, we avoid constructions that would render any statutory words or phrases superfluous or that would lead to illogical or absurd results. *Id.*

¶19 In construing a statute, we respect the legislature's choice of language. *Id.* at ¶ 25, 569 P.3d at 79. Accordingly, we may not add words to a statute or subtract words from it. *Id.*

¶20 If the statutory language is unambiguous, then we will apply it as written and need not resort to other rules of statutory construction. *Id.* at ¶ 26, 569 P.3d at 79. If, however, a statute is ambiguous (i.e., reasonably susceptible of multiple interpretations), then we may consider other tools of statutory interpretation, including the consequences of a given construction, the goals to be achieved by the statute, and the statute's legislative history. *People v. Hudson*, 2025 CO 52, ¶ 15, 576 P.3d 131, 134.

¶21 Finally, we defer to the trial court's factual findings unless they are clearly erroneous. *French v. Centura Health Corp.*, 2022 CO 20, ¶ 24, 509 P.3d 443, 449. Accordingly, we will not overturn a trial court's factual findings unless they are unsupported by the record. *Lo Viento Blanco, LLC v. Woodbridge Condo. Ass'n*, 2021 CO 56, ¶ 17, 489 P.3d 735, 740–41.

B. Disputed or Unliquidated Amounts

¶22 We begin by addressing Wadsworth's contention that the plain language of section 38-26-107 of the Public Works Act allows a verified statement of claim to contain disputed or unliquidated amounts, including delay and disruption damages. To the extent that disputed or unliquidated amounts, including delay and disruption damages, fall within the limitations set forth in sections 38-26-107 and 38-26-110, we agree.

¶23 The Public Works Act creates a remedy designed to protect suppliers of labor and materials for public works projects because the benefits of the Colorado Mechanics' Lien Act do not apply to projects constructed by governmental agencies. *W. Metal Lath, a Div. of Triton Grp., Ltd. v. Acoustical & Constr. Supply, Inc.*, 851 P.2d 875, 877 (Colo. 1993). In particular, section 38-26-107 establishes the right of a contractor or subcontractor on a public works project to file a verified statement of claim that operates as a lien against retained contract funds. *W. Metal Lath*, 851 P.2d at 877.

¶24 Section 38-26-107(1) provides, in pertinent part:

> Any person . . . that has furnished labor, materials, sustenance, or other supplies used or consumed by a contractor or his or her subcontractor in or about the performance of the work contracted to be done or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the work whose claim therefor has not been paid by the contractor or the subcontractor may, at any time up to and including the time of final settlement for the work contracted to be done, file with the board, officer, person, or other contracting body by whom the contract was awarded a verified statement of the amount due and unpaid on account of the claim.

¶25 Upon the filing of such a claim, the public entity must withhold from all payments to its contractor sufficient funds to ensure the payment of such claims until the claims have been paid or the claims, as filed, have been withdrawn. § 38-26-107(2).

¶26 Pursuant to the above-quoted statutory language, a contractor or subcontractor may file a verified statement of claim for a broad category of unpaid costs related to the scope of contracted work, namely, "labor, materials, sustenance, or other supplies" or the provision of any "laborers, rental machinery, tools, or equipment." § 38-26-107(1). Thus, the plain language of section 38-26-107 provides that unpaid costs that fall within these categories and that were "used in the prosecution of the work" may be included in a verified statement of claim. *Id.*

¶27 Section 38-26-110 places additional restrictions on a claimant's right to file such a claim. Under that section, a claimant will forfeit certain rights and remedies

if its verified statement of claim is excessive. Section 38-26-110(1) thus provides, in pertinent part:

> Any person who files a verified statement of a claim or asserts a claim against a principal or surety that has furnished a bond under this article for an amount greater than the amount due without a reasonable possibility that the amount claimed is due and with the knowledge that the amount claimed is greater than the amount due, and that fact is demonstrated in any proceedings under this article, shall forfeit all rights to the amount claimed . . . .

¶28 To prove that a verified statement of claim is excessive, a challenging party must therefore demonstrate that, at the time of filing, (1) the claim was for an amount greater than the amount due; (2) there is no reasonable possibility that the amount claimed was due; and (3) the claimant knew that the amount claimed was greater than the amount due. *Id.*; *cf. E.B. Roberts Constr. Co. v. Concrete Contractors, Inc.*, 704 P.2d 859, 864 (Colo. 1985) (noting that when determining whether a lien is excessive under the Mechanics' Lien Act, "the matter must be viewed in light of the information available to the lien claimant at the time of filing the lien statement").

¶29 In sum, when read together, sections 38-26-107 and 38-26-110 allow contractors and subcontractors to file a verified statement of claim for any unpaid costs for labor, materials, sustenance, rental machinery, tools, equipment, or other supplies used in the provision of the contracted work, as long as there was either a reasonable possibility at the time of filing that the amount claimed was due or

the claimant did not know at the time of filing that the amount claimed was greater than the amount due. Nowhere, however, does the statutory language prohibit a claimant from including disputed or unliquidated amounts in a verified statement of claim. Nor do we perceive any inconsistency in recognizing that an amount may be disputed or not yet determined and still have a reasonable possibility of being due.

¶30 In reaching this conclusion, we respectfully disagree with the division's contrary interpretation.

¶31 The division stated that section 38-26-110 bars a person "from claiming an amount 'greater than the amount due,'" *Ralph L. Wadsworth Constr. Co.*, ¶ 27, 558 P.3d at 648 (quoting section 38-26-110(1)), but this oversimplifies the statutory command. That a claimed amount is greater than the amount due is not alone sufficient to establish that the claim is excessive. For example, a subcontractor could file a claim for an amount ultimately determined not to be due, but if the subcontractor did not know that the amount claimed was greater than what was due at the time it filed its verified statement of claim, then the claim would not be excessive under section 38-26-110. *Cf. E.B. Roberts Constr. Co.*, 704 P.2d at 864 (upholding a trial court's finding that a lien was not excessive at the time it was filed, even though the court ultimately awarded less than the lien claimed, because the evidence was sufficient to allow the court to conclude that the claimants had

used the information available at the time of filing and selected a valuation method that, although abandoned at trial, was reasonable under the circumstances); *Galiant Homes, LLC v. Herlik*, 2025 COA 3, ¶ 34, 565 P.3d 1109, 1118 (construing parallel language under the Mechanics' Lien Act and reaching the same conclusion).

¶32 We likewise are unpersuaded by the division's view that the statutory term "due" necessarily excludes disputed claims. *Ralph L. Wadsworth Constr. Co.*, ¶¶ 27, 38, 558 P.3d at 648, 649–50. To reach its conclusion, the division relied on *Byerly v. Bank of Colorado*, 2013 COA 35, 411 P.3d 732, *Ralph L. Wadsworth Constr. Co.*, ¶ 27, 558 P.3d at 648, but that case is distinguishable. *Byerly* concerned a mechanic's lien for amounts allegedly due under a contract that premised a developer's duty to pay a contractor on a number of conditions precedent. *Byerly*, ¶¶ 6–7, 36, 411 P.3d at 734, 738. In that case, however, the contractor knew that the conditions precedent had not been satisfied at the time the contractor filed its lien, but the contractor filed the lien anyway. *Id.* at ¶¶ 37–38, 411 P.3d at 739. In these circumstances, the division concluded that there was no reasonable possibility that the lien amount was due at the time the contractor filed the lien and that the contractor had knowingly filed a lien for an amount greater than the amount then due. *Id.* at ¶ 40, 411 P.3d at 739. Accordingly, the division determined that the contractor had filed an excessive lien. *Id.* at ¶ 43, 411 P.3d at 740.

¶33 A dispute concerning the amount that is owed under a contract, which is the question before us here, is not the same as a scenario in which contracted amounts are premised on conditions precedent and the contractor knows that the conditions have not been satisfied. A disputed or unliquidated amount seeks to clarify *what*, if anything, is due. Conditions precedent, in contrast, address *when* an amount is due. Thus, a disputed or unliquidated amount may still be "due" even if it is yet undetermined.

¶34 Lastly, we note that reading section 38-26-110 to prohibit a verified statement of claim from including any disputed amounts, as the division did, would conflict with the very purpose of the statute. The Public Works Act was enacted by the Colorado General Assembly "to *protect* contractors who supply labor and materials to public works projects." *City of Westminster v. Brannan Sand & Gravel Co.*, 940 P.2d 393, 395 (Colo. 1997) (emphasis added). Moreover, "[a] substantial source of disputes in construction projects is nonpayment of those persons who provide material and labor to the project." 1C Stephen A. Hess, *Colorado Practice Series: Methods of Practice* § 56:1, Westlaw (7th ed. database updated June 2025). Accordingly, the Public Works Act created remedies for claimants like Wadsworth who have claims for nonpayment arising from the provision of labor and materials on a public works project, even if those claims are disputed. *See W. Metal Lath*, 851 P.2d at 877 (listing the remedies created for

contractors and subcontractors on public works projects, including section 38-26-107's "right to establish a lien against retained contract funds").

¶35 On this point, we note that the division itself appears to have acknowledged that section 38-26-107 provides a remedy regarding disputed amounts. Specifically, in its opinion, the division observed that when a public entity receives a verified statement of claim, the entity "must withhold from any payments to the contractor the amount claimed by the subcontractor *until any disputes between the contractor and subcontractor are resolved*." *Ralph L. Wadsworth Constr. Co.*, ¶ 18, 558 P.3d at 647 (emphasis added).

¶36 For these reasons, we conclude that, as long as the amounts claimed to be due constitute labor, materials, sustenance, rental machinery, tools, equipment, or other supplies used in the prosecution of the work, disputed or unliquidated amounts may be included in a verified statement of claim. The question thus becomes whether delay and disruption damages fall within the foregoing statutory categories. We turn next to that question.

¶37 Beginning, as we must, with the statutory language, we note that the text of the pertinent statutory sections neither expressly nor implicitly precludes a claim for delay and disruption damages. §§ 38-26-107(1), 38-26-110(1). Accordingly, applying the plain language of these provisions, we conclude that delay and disruption damages may be included in a verified statement of claim. Such

claimed damages must, however, fall within the strictures of section 38-26-107 and not otherwise violate the limitations set forth in section 38-26-110. Thus, delay and disruption damages may be included as long as they constitute claims for labor, materials, sustenance, rental machinery, tools, equipment, or other supplies used or consumed by a contractor or subcontractor in the performance or prosecution of the contracted work. *See also* Hess, *supra,* at § 56:29 (noting that, if a contracting party has negligently caused delay in contract performance, then a contractor may recover damages for "increased impact costs of labor, materials, equipment . . . and other costs attributable to the project delay"); 6 Philip L. Bruner & Patrick J. O'Connor, Jr., *Bruner & O'Connor on Construction Law* § 15:106, Westlaw (database updated Jan. 2026) (noting that disruption damages are concerned with "unanticipated compensable increases in costs incurred to perform any given work activity or activities" resulting from a "loss of efficiency" on a project); W. Stephen Dale & Robert M. D'Onofrio, *Construction Schedule Delays* §§ 4:1, 4:7–4:10, 4:12, Westlaw (database updated Sept. 2025) (detailing common types of delay damages, including additional costs for labor, materials, and equipment, and also observing that project disruptions, as distinct from delays, can lead to "increased labor and equipment costs due to the lack of productivity").

¶38 Because the statute mandates that amounts claimed must be related to costs used in the performance or prosecution of a project's work, however, purely

consequential damages related to delays or disruptions, such as damages for lost profits or idle time, do not fall within the pertinent statutory restrictions and thus may not be included. *See* § 38-26-107(1); *cf. In re Regan*, 151 P.3d 1281, 1285 (Colo. 2007) (opining, based on similar language in the Mechanics' Lien Act, that "those who have a lien are laborers and material suppliers who have added value to [the] property"); *Tabor v. Armstrong*, 12 P. 157, 160 (Colo. 1886) (noting that under the Mechanics' Lien Act, a landowner's liability is limited to those cases in which a lien is claimed for "labor actually performed" on a building and "materials actually furnished therefor" and that the claimant's demand for payment must derive from the actual performance of the work).

¶39 Here, we acknowledge that the expert report that Wadsworth filed in support of its verified statement of claim did not always expressly state that the claimed amounts constituted costs associated with labor, materials, or other statutorily identified categories. The trial court, however, reviewed Wadsworth's verified statement of claim and found that there was a reasonable possibility that the amount sought was due under the statute. Inherent in this finding is that the amounts included did not otherwise contravene the statutory requirements of section 38-26-107. Because we cannot say that the trial court's finding in this regard was unsupported by evidence in the record, we must defer to it. *French*, ¶ 24, 509 P.3d at 449; *Lo Viento Blanco*, ¶ 17, 489 P.3d at 740–41. Accordingly, we

will not disturb the trial court's finding that Wadsworth's verified statement of claim was not excessive due to its inclusion of delay and disruption damages.

¶40 In so concluding, we are unpersuaded by Regional Rail's contention that Wadsworth's claim included lost profits, idle time, or other unrecoverable costs. After a thorough review of the evidence, the trial court did not make any findings that would support the argument that Wadsworth's claims consisted of unrecoverable consequential damages. Moreover, the damages that the trial court ultimately awarded Wadsworth consisted of delay damages, lost productivity damages, specific issue damages, and unpaid contract balances. For the reasons set forth above, each of these items can properly constitute costs for labor, materials, sustenance, rental machinery, tools, equipment, or other supplies used in the performance or prosecution of the project, and none necessarily comprise unrecoverable consequential damages.

¶41 Accordingly, we conclude that under the Public Works Act, disputed or unliquidated amounts, including delay and disruption damages, may be included in a verified statement of claim, provided that they constitute labor, materials, sustenance, rental machinery, tools, equipment, or other supplies used in the performance or prosecution of the project and are not otherwise excessive under section 38-26-110. We thus further conclude that the division erred in finding that Wadsworth's verified statement of claim was excessive as a matter of law.

C. Penalty for Excessive Claims

¶42 We next address Wadsworth's contention that the division erred in concluding that a claimant who violates section 38-26-110 by filing an excessive verified statement of claim forfeits any and all rights and legal remedies to the amounts claimed. Again, we agree.

¶43 As discussed above, section 38-26-110(1) provides that if a claimant violates the statute and files an excessive claim, then the claimant "shall forfeit all rights to the amount claimed and shall be liable . . . in an amount equal to all costs and all attorney fees reasonably incurred." Defendants contend that the plain language of this statute requires a claimant's forfeiture of any and all rights and remedies to the amount claimed, including both statutorily created rights and other legal avenues of relief. Wadsworth, in contrast, asserts that the forfeiture of "all rights to the amount claimed," when read within the context of the entire statutory scheme, means that a claimant who is found to have filed an excessive claim forfeits only the statutory rights and remedies afforded by the Public Works Act.

¶44 As an initial matter, we conclude that the statute is reasonably susceptible of the interpretations proffered by both Defendants and Wadsworth. As Defendants assert, "all rights to the amount claimed" could reasonably be construed to refer to any and all rights afforded under the law to the amounts claimed to be due in the verified statement of claim. As Wadsworth contends,

however, "all rights" could also reasonably be construed to mean any and all rights afforded by the Public Works Act. Accordingly, we conclude that the statutory language is ambiguous, *see Hudson*, ¶ 15, 576 P.3d at 134, and we therefore turn to other tools of statutory construction to discern the legislature's intent.

¶45 We begin with legislative history. As noted above, the Public Works Act was enacted to provide similar remedies for those who supply labor and materials to public works projects as the remedies provided by the Mechanics' Lien Act for those who supply labor and materials to private works projects. *See South-Way Constr. Co. v. Adams City Serv.*, 458 P.2d 250, 251 (Colo. 1969) (noting that because the benefits of the Colorado Mechanics' Lien Act do not apply to projects constructed by governmental agencies, "a remedy similar to our mechanic's [sic] lien statute was provided by the legislature for the protection of those furnishing supplies or material for such projects," and that the Public Works Act "stands in lieu of the mechanic's [sic] lien statute"). Accordingly, we deem it appropriate to look to case law construing the corresponding language of the Mechanics' Lien Act for guidance as to the legislature's intent here.

¶46 Section 38-22-128, C.R.S. (2025), of the Mechanics' Lien Act provides that a person who files an excessive lien "shall forfeit all rights to such lien." We have construed this language to mean that a claimant who files an excessive lien forfeits

only mechanics' lien rights and remedies, nothing more. *See E.B. Roberts Constr. Co.*, 704 P.2d at 863–64.

¶47 Section 38-26-110's legislative history confirms the legislature's intent to mirror these restrictions. At both Senate and House committee hearings on the then-proposed legislation, proponents consistently characterized section 38-26-110 as establishing the same limitations on claims under the Public Works Act as existed for liens under the Mechanics' Lien Act. *See, e.g.*, Hearing on S.B. 070 before the S. Bus. Affs. & Lab. Comm., 64th Gen. Assemb., 1st Sess. (Jan. 27, 2003) (statement of bill sponsor Senator Doug Lamborn that "Senate Bill 70 will give to public works projects the same requirements that are now found in our laws concerning private works projects" and testimony of John Bachmann, a representative from the Colorado Contractors Association, that section 38-26-110 is "exactly the same provision that's imposed upon an overstating claimant under the general Mechanics' Lien statute"); Hearing on S.B. 070 before the H. Bus. Affs. & Lab. Comm., 64th Gen. Assemb., 1st Sess. (Mar. 11, 2003) (statement of bill sponsor Representative Bob McCluskey stating that the penalty created by section 38-26-110 "highlights what we've done in the Mechanics' Lien already").

¶48 The intent to mirror the Mechanics' Lien Act's penalty provision is further supported by the legislation's title, "An Act Concerning Payment Procedures for a Public Works Construction Project, and, in Connection Therewith, *Creating*

Requirements for Contractors' Bonds that Are *Consistent with Existing Mechanics' Liens Requirements* Applicable to Private Projects." Ch. 254, sec. 2, § 38-26-110, 2003 Colo. Sess. Laws 1690, 1690–92 (emphases added); *see also Frazier v. People*, 90 P.3d 807, 811 (Colo. 2004) (noting that although a statute's title is not dispositive of legislative intent, it can serve as a useful aid in construing a statute).

¶49 In sum, the legislative history of section 38-26-110 suggests a legislative intent that the scope of the forfeiture under the Public Works Act would mirror the scope of the forfeiture under the Mechanics' Lien Act and that, therefore, a claimant who files an excessive verified statement of claim forfeits only the statutory rights and remedies afforded by the statute.

¶50 Consistent with this conclusion, the legislative history further emphasizes the legislature's intent in section 38-26-110 to deter claimants from filing claims under the statute in *bad faith*, just as the Mechanics' Lien statute has historically been understood. *Compare* Hearing on S.B. 070 before the S. Bus. Affs. & Lab. Comm., 64th Gen. Assemb., 1st Sess. (Jan. 27, 2003) (Bill sponsor Senator Doug Lamborn noting that section 38-26-110 "would just make it less likely that a subcontractor would inflate or overstate a claim because the penalties would be a little more stringent on that kind of bad faith action"), *with Honnen Equip. Co. v. Never Summer Backhoe Serv., Inc.*, 261 P.3d 507, 512 (Colo. App. 2011) (construing the purpose of the Mechanics' Lien Act's excessive claim provision as intending to

"punish[] and deter[] those who knowingly or deceptively claim amounts that are not due"); *cf. Barnes v. Colo. Springs & C. C. D. Ry. Co.*, 94 P. 570, 573 (Colo. 1908) (concluding that under the Mechanics' Lien Act, a claim of a lien for nonlienable articles "will not vitiate the claim, if it was not willfully false"). The legislature thus signaled its intent in the Public Works Act to provide contractors and subcontractors on public works projects with expanded protections under the law by means of statutory remedies while establishing guardrails to prevent claims made in bad faith.

¶51 We are not persuaded otherwise by Defendants' reliance on the differences between the language used in the Mechanics' Lien Act, which, as noted above, provides that a claimant who files an excessive lien forfeits "all rights to *such lien*," § 38-22-128 (emphasis added), and the language used in the Public Works Act, which provides that a claimant who files an excessive claim forfeits "all rights to the *amount claimed*," § 38-26-110(1) (emphasis added). The different language was necessary because a mechanic's lien cannot be filed against a public property and thus the Mechanics' Lien Act cannot apply to public works projects. *See City of Westminster*, 940 P.2d at 395–96; *W. Metal Lath*, 851 P.2d at 877. Accordingly, the legislature substituted "the amount claimed" (a reference to the verified statement of claim) for "such lien" (referring to the corresponding lien under the Mechanics' Lien Act). We perceive no intent, however, to undermine the legislative goal of

creating statutory remedies for contractors and subcontractors on public works projects that parallel those available to contractors and subcontractors on private projects, including the right to file a verified statement of claim that mirrors a mechanic's lien established by the Mechanics' Lien Act. Nor do we perceive anything in the legislative history to suggest that the legislature intended to alter the scope of the statutory forfeiture.

¶52 The goals that the legislature sought to achieve by enacting the Public Works Act further support our determination that the statutory forfeiture in section 38-26-110 is limited solely to the statutory rights and remedies available under that Act. As noted above, the Public Works Act was enacted to *protect* suppliers of labor and materials for public works projects by providing them with statutory remedies for amounts due and unpaid. *W. Metal Lath*, 851 P.2d at 877. To construe section 38-26-110 to punish contractors and subcontractors by stripping them of any and all avenues of relief would be contrary to this statutory purpose and undermine the legislative goals of the statute.

¶53 Finally, as noted above, we must construe statutes to avoid illogical and absurd results. *B.C.B.*, ¶ 24, 569 P.3d at 79. Interpreting section 38-26-110 as Defendants suggest would lead to just such results. Rather than discouraging claimants from filing excessive claims in bad faith, claimants would likely be deterred from exercising their statutory remedies at all, lest they risk losing all

avenues for being made whole. Reading section 38-26-110 as requiring forfeiture of only statutory rights and remedies available under the Public Works Act thus better supports the legislature's intent and the purposes of that Act. Under such a construction, claimants will properly be deterred from filing excessive claims, but without the fear of losing all opportunity for recovery based on what might turn out to be the erroneous exercise of their statutory rights and remedies.

¶54 Accordingly, we conclude that section 38-26-110's penalty for excessive claims is a claimant's forfeiture only of its statutory rights and remedies under the Public Works Act.

III. Conclusion

¶55 For the foregoing reasons, we conclude that disputed or unliquidated amounts, including delay and disruption damages, may lawfully be included in a verified statement of claim, provided that the claimed amounts otherwise fall within the statutory constraints of the Public Works Act. Thus, disputed or unliquidated amounts may lawfully be included when the claimed amounts represent labor, materials, sustenance, rental machinery, tools, equipment, or other supplies used in the prosecution of the work, and the inclusion of such amounts does not constitute an excessive claim under section 38-26-110. Applying that determination to the facts presented here, we further conclude that the trial court did not clearly err in finding that Wadsworth's verified statement of claim

was not excessive. Finally, we conclude that a claimant who files an excessive claim pursuant to section 38-26-110 of the Public Works Act forfeits only the statutory rights and remedies created by the Act and not all rights and remedies otherwise available at law.

¶56 Accordingly, we reverse the judgment of the division below and remand this case to the division with instructions to consider the additional issues that Wadsworth raised in its cross-appeal below and that the division did not address.