



City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0036-2025

File Number: ORD-0036-2025

**AN ORDINANCE AUTHORIZING THE MAYOR TO AWARD AND ENTER INTO
CONTRACT WITH HGC CONSTRUCTION CO. FOR THE RENOVATION AND
CONSTRUCTION OF THE PRICE ROAD HOUSE FACILITY; AUTHORIZING
SUPPLEMENTAL APPROPRIATIONS; AND WAIVING SECOND READING**

WHEREAS, the City of Gahanna owns the property located at 94 Price Road, a property which includes a residential structure situated on approximately three acres and adjacent to more than 50 acres of parkland; and

WHEREAS, this parkland ties into the Central Ohio Greenways network and provides access to the Big Walnut Creek and Trail; and

WHEREAS, the Department of Parks & Recreation will repurpose the facility into an exploration center for recreational programming, which will address a critical need for indoor programming and meeting space as identified in the Parks and Recreation Master Plan, while also expanding educational and recreational opportunities for the community; and

WHEREAS, the City received \$100,000 in State Capital Grant funding to support renovation efforts; and

WHEREAS, the City's original bid in 2023 did not receive any viable responses, and the project was rebid in 2025 after review and refinement of project scope and design, inclusive of parking lot construction, which resulted in five qualified bids; and

WHEREAS, HGC Construction Co. submitted the lowest responsive and responsible bid at One Million Six Hundred Twenty Thousand Dollars (\$1,620,000), and the Department of Parks & Recreation requested a 10 percent contingency, along with project allowances, to address any unforeseen construction expenses for a total project budget of One Million Eight Hundred Seven Thousand Dollars; and

WHEREAS, supplemental appropriations in the amount of Three Hundred Thirty-Five Thousand Five Hundred Forty-Seven Dollars (\$335,547) is requested to fully fund the project; and

WHEREAS, the Administration requests waiver of second reading to avoid cost increase due to the volatility of the construction industry.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. The Council hereby authorizes the Mayor to award and to enter into a contract with HGC Construction Co., primary offices located at 2814 Stanton Ave, Cincinnati, OH 45206 for the renovation of the Price Road House facility and construction of the associated parking lot, at a total cost not to exceed One Million Eight Hundred Seven Thousand Dollars (\$1,807,000), inclusive of a ten percent contingency and project allowances; said contract attached hereto as EXHIBIT A and incorporated herein.

Section 2. That funding in the amount of Three Hundred Thirty-Five Thousand Five Hundred Forty-Seven Dollars (\$335,547) is hereby supplementally appropriated from the unappropriated, unencumbered balance of the Capital Improvement Fund (3250) to account 325.06550.5505 in order to fully fund the project.

Section 3. That the second reading is hereby waived.

Section 4. That pursuant to City Charter Section 4.14, whereas the 30-day referendum period does not apply for ordinances providing for the appropriation of money or for authorization and execution of a construction contract, this Ordinance shall be in full force and effect immediately upon passage by this Council and on the date of signature of approval by the Mayor.

At a regular meeting of the City Council on August 18, 2025, a motion was made by Renner, seconded by Padova, to waive second reading of this Ordinance. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes; Mr. Renner, yes; Mr. Schnetzer, yes; Mr. Weaver, yes.

A motion was made by Renner, seconded by Padova, that the Ordinance be Adopted. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes; Mr. Renner, yes; Mr. Schnetzer, yes; Mr. Weaver, yes.

President

Merisa K. Bowers
Merisa K. Bowers

Date

8/18/25

Attest by

Jeremy A. VanMeter
Jeremy A. VanMeter
Clerk of Council

Date

8/19/2025

Approved by the Mayor

Laurie A. Jadwin
Laurie A. Jadwin

Date

8.18.2025

Approved as to Form

PDT
Priya D. Tamilarasan
City Attorney

Date

8/18/25

OWNER-CONTRACTOR AGREEMENT

The Coordinating Contractor shall be the _____ Contractor. (If this blank is not completed, then the Coordinating Contractor shall be the General Trades Contractor or, if there is only one contractor, the Contractor).

The Contract Sum (also called Contract Price) is (in words). _____ The Contract Sum includes _____ the following:

Base Bid Amount **\$1,620,000.00**

Accepted Alternates, _____ if any (none if none are listed):

Alternate No.	Description	Amount

28. SUBCONTRACTOR'S – SUPPLIER'S WAIVER & RELEASE AGREEMENT;
29. STATEMENT OF CLAIM FORM;
30. STATEMENT OF CLAIM FORM INSTRUCTIONS;
31. DESIGN PROFESSIONAL'S CERTIFICATE OF SUBSTANTIAL COMPLETION;
32. MODIFICATIONS ISSUED AFTER THE EXECUTION OF THE CONTRACT, INCLUDING:
 - i. A written amendment to the Agreement signed by both parties;
 - ii. A Change Order;
 - iii. A Work Change Directive; or,
 - iv. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions; and
33. If selected as a Contract Document in the Contract Terms Sheet, the State of Ohio Department of Transportation, Construction Specifications Manual, in the current version through June 16, 2023, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner;
34. If selected as a Contract Document in the Contract Terms Sheet, the City of Columbus Construction and Material Specifications Supplement, in the current edition through June 16, 2023, will be a Contract Document, but only as modified by the document titled *City of Columbus Construction and Material Specifications Supplement*; and
35. THE PROJECT PLANS, DRAWINGS, AND EXHIBITS.

Note: NON-CONTRACT DOCUMENTS. The reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents, identified in the Contract Terms Sheet, are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and tests.

Note: NON-CONTRACT DOCUMENTS. The reports and drawings related to any Hazardous Conditions at the Site, if any, identified in the Contract Terms Sheet, are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

2. **DESIGN PROFESSIONAL RELATIONSHIP.** The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Design Professional and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Design Professional are specifically authorized and directed by the Owner to the Contractor through the Design Professional acting on behalf of the Owner.

3.3 CONSTRUCTION SCHEDULE. The Construction Schedule (also referred to as the "Progress Schedule") shall be developed by the Coordinating Contractor as provided in the Contract Documents.

3.4 COORDINATING CONTRACTOR. The Coordinating Contractor shall be the contractor identified in the Contract Terms Sheet (if none is identified, then the Coordinating Contractor shall be the General Trades Contractor or, if there is only one contractor, the Contractor). The Coordinating Contractor shall be responsible for coordinating the work of all contractors on the Project.

3.5 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by its Date for Substantial Completion or Finally Complete within forty-five (45) calendar days of achieving Substantial Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable:

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION

Contract Amount	Dollars Per Day
\$1.00 to \$50,000.00	\$ 250.00
\$50,000.01 to \$150,000.00	\$ 500.00
\$150,000.01 to \$500,000.00	\$1,000.00
\$500,000.01 to \$2,000,000.00	\$1,500.00
\$2,000,000.01 to \$5,000,000.00	\$2,500.00
\$5,000,000.01 to \$10,000,000.00	\$3,000.00

LIQUIDATED DAMAGES – FINAL COMPLETION

Contract Amount	Dollars Per Day
\$1.00 to \$50,000.00	\$ 50.00
\$50,000.01 to \$150,000.00	\$ 100.00
\$150,000.01 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 300.00
\$2,000,000.01 to \$5,000,000.00	\$ 500.00
\$5,000,000.01 to \$10,000,000.00	\$ 600.00

In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion or its failure to Finally Complete its Work within forty-five (45) calendar days of its Date for Substantial Completion. The Contractor's obligation to indemnify, defend and hold the Owner harmless under this Section 3.5 shall be joint and several. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially

6. LIMITATION ON LIABILITY. The Owner's total liability under this Agreement will be limited to the amount set forth in the Fiscal Officer's certificate accompanying this Agreement. Under no circumstances will the elected officials, officers, employees, board or council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

7. GENERAL.

7.1 **MODIFICATION.** Unless otherwise specifically set forth in this Agreement, no modification or waiver of any of the terms of this Agreement, or of any other Contract Documents, will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms by the Owner. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

7.2 **ASSIGNMENT.** The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

7.3 **LAW AND JURISDICTION.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the state court of competent jurisdiction in the county in Ohio in which the Owner's principal office is located, and each party hereby expressly consents to the exclusive jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

7.4 **CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.5 **APPROVALS.** Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided

regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, without increase in the Contract Sum.

7.7.3 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.7.4 CONTINUOUS TREATMENT. Federal regulations prohibit by-passing of any sewage during construction operations. The Contractor will be responsible for providing any required temporary pumping facilities piping, etc. necessary to complete the Project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise specified in writing, the Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this Contract.

The Contractor shall comply with all laws, regulations, ordinances, rules and orders relating to the performance of the work required to complete their Contract.

7.7.5 VIOLATIONS FACILITIES. Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857(h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities.

7.8 JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.9 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner: **The City of Gahanna**

Contractor (as identified on the Contract Terms Sheet)

By: _____

Name: **Laurie A. Jadwin**

Title: **Mayor**

Date: 8-20-25

By: _____

Name: Adam Kuehne

Title: President

Date: 8/22/25

By: _____

Name: **Stephania Ferrell**

Title: **Director of Parks and Recreation**

Date: 8/25/25

Approved as to form of Contract and Contract Bond:

By: _____

Name: **Priya Tamilarasan**

Title: **City Attorney**

Date:

STATE OF OHIO BUREAU OF WORKER'S COMPENSATION
INSURANCE **CERTIFICATE ATTACHMENT SHEET**

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

Section 1311.252, Ohio Revised Code

Notice is hereby given of the commencement of a public improvement as follows:

1. The public improvement is identified as:

Project Name: 2025 Price Road Exploration Center Renovation, PK-22-02
Project Location: 94 Price Road, Gahanna OH

2. The public authority and Owner responsible for the public improvement is:

City of Gahanna
200 S Hamilton Rd
Gahanna, OH 43230

3. The principal contractor and its surety on the public improvement are as follows:

Principal Contractor: HGC Construction, Co. Surety: Hartford Accident and Indemnity Company

4. The date the City of Gahanna first executed a contract with a principal contractor for this public improvement is: Sept. 8, 2025

5. The name and address of the representative for the City of Gahanna upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Stephania Ferrell
Director of Parks and Recreation
City of Gahanna
200 S Hamilton Rd
Gahanna, OH 43230

The foregoing is true and accurate to the best of my knowledge and the information available to me.



Signature

Director of Parks + Recreation

Title

Stephania Bernard-Ferrell

Printed Name

Sworn and subscribed before me this 25th day of August, 2025.



JESSICA HILTS
Notary Public
State of Ohio
My Comm. Expires
March 9, 2026

Yanica Galt
Notary Public

NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

Date: August 19, 2025

SENT BY REGULAR U.S. MAIL

Surety:

Tiffany Gobich, Attorney-In-Fact
Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155

Surety Agent:

Assured Partners NL, LLC
5905 E Galbraith Rd, Suite 5000
Cincinnati, OH 45236

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, HGC Construction, Co, has been awarded a contract for the PK-22-02: 2025 Price Road Exploration Center Renovation, in the amount of \$1,620,000.00, by the City of Gahanna.

By: Catherine Eichel
Catherine Eichel, Parks and Recreation Project Manager

CHANGE ORDER

Order No: _____

Date: _____

Agreement Date: _____

Name of PROJECT: 2025 Price Road Exploration Center Renovation, PK-22-02

OWNER: **City of Gahanna, Ohio**

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous
CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)
(decreased) by : \$ _____

The CONTRACT PRICE amount INCLUDING this CHANGE ORDER: \$ ____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____
calendar days.

The date for completion of all WORK will be _____ (Date)

CONTRACTOR AGREES THAT THIS CHANGE ORDER SHALL CONSTITUTE A FINAL SETTLEMENT OF ALL MATTERS RELATING TO THE CHANGE IN THE WORK THAT IS THE SUBJECT OF THIS CHANGE ORDER, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT, INDIRECT, AND CUMULATIVE COSTS ASSOCIATED WITH SUCH CHANGE AND ALL ADJUSTMENTS TO THE CONTRACT SUM AND THE DATE FOR SUBSTANTIAL COMPLETION.

Contractor's Signature: _____

Owner: _____

Project Administrator: _

Exception (Craft)

Explanation

Remarks

Name and Title _____,

Signature

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the Ohio Revised Code.

CONTRACTOR'S PAYMENT APPLICATION CHECKLIST

THE CONTRACTOR MUST COMPLETE THIS CHECKLIST AND SUBMIT IT TO THE DESIGN PROFESSIONAL WITH ITS PAYMENT APPLICATION AND ALL REQUIRED DOCUMENTATION.

1. Contractor's Name: _____
2. Name, title, and telephone and fax numbers of Contractor's representative to contact regarding the Payment Application and required documentation:
Name: _____ Title: _____
Office Telephone No.: () _____ FAX No.: () _____
3. Payment Application Number and Date:
No. _____ Date: _____, 2025
4. The following is a list of required documentation that must accompany its Payment Application. The Contractor certifies that it has submitted the documentation listed below with its Payment Application. If the Contractor cannot do so, the Contractor should explain why in Paragraph 5. Such explanations shall not excuse the Contractor from the requirements for submitting this documentation.
 - _____ .1 Two (2) copies of a properly completed and executed Application for Payment with a properly completed and executed Schedule of Values attached to each;
 - _____ .2 Properly Completed Contractor's Affidavit with List of Subcontractors and Suppliers and Any Amounts Withheld;
 - _____ .3 Contractor's Waiver and Release Agreement (beginning with the second Application for Payment);
 - _____ .4 For each of its Subcontractors and Suppliers, a Subcontractor's – Supplier's Waiver and Release Agreement (beginning with the second Application for Payment);
 - _____ .5 Schedule of all materials and equipment stored on-site;
 - _____ .6 For materials and equipment stored off-site:
 - _____ A list of the materials and equipment consigned and stored off-site in connection with the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why the materials and equipment cannot be delivered to the site;
 - _____ Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose;
 - _____ A letter from the Contractor's surety bonding company indicating agreement to the arrangements and that

**CONTRACTOR'S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND SUPPLIERS
WITH ANY AMOUNTS WITHHELD**

PROJECT:

CONTRACTOR:

STATE OF _____

: SS,

COUNTY OF _____

The undersigned after first being sworn swears that a) all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment, b) the Contractor has submitted Subcontractor(s) – Supplier(s) Waiver and Release Agreements for each of its Subcontractors and Suppliers using the form set forth in the Project Manual or as requested by the Design Professional, c) set forth below is a complete list of its Subcontractors and Suppliers, and d) set forth below is a complete description of all amounts withheld from any Subcontractor or Supplier and the reason why. Attach additional sheets if necessary. Contractor certifies that it has self-performed work amounting to not less than 50% of the total contract sum.

Typed or Printed Name of Subcontractor or Supplier	<u>Address of Subcontractor or Supplier</u>	<u>Telephone Number of Subcontractor or Supplier</u>

WITHHOLDINGS FROM SUBCONTRACTORS AND/OR SUPPLIERS:

Typed or Printed Name of Subcontractor or Supplier	<u>Amount Withheld</u>	<u>Reason for Withholding</u>

CONTRACTOR: [insert name]

CONTRACTOR'S WAIVER & RELEASE AGREEMENT

("AGREEMENT")

Project: _____

The undersigned hereby acknowledges receipt of payment from the Owner for all Work on the Project through the date of its prior Application for Payment. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of its last Application for Payment to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned acknowledges and agrees that this waiver and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the Owner, the Design Professional, any Construction Manager, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation subcontractors and suppliers, through the date of its last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Design Professional and the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Agreement is for the benefit of, and may be relied upon by the Owner, Design Professional and any Construction Manager. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work or improvement, and real property from any and all Claims, or liens that are or should have been released in accordance with this Agreement.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public: _____

My Commission Expires: _____

This Agreement is for the benefit of, and may be relied upon by, the Prime Contractor, the Prime Contractor's surety, the Owner, the Design Professional and any Construction Manager. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing: the Project, its Work, and real property from any and all Claims and/or liens that are or should have been released in accordance with this Agreement and from any liability, cost, or expense incurred as a result of any breach of this Agreement by the undersigned.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public: _____

My Commission Expires: _____

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: _____

By: _____

Name and Title: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____ ,

County of _____, ss:

_____ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

Sworn to before me a notary public by _____ on _____, 2025.

Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND DESIGN PROFESSIONAL.

7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

END OF INSTRUCTIONS

imply that any of these Statement of Claim Forms were properly submitted in accordance with Contract Documents or are valid.

PUNCHLIST ITEMS. A list of items to be completed by the Contractor is attached to this Certificate. The failure to include items on this list does not change the responsibility of the Contractor to complete its Work in accordance with the Contract Documents. The Contractor shall complete all items on the Punchlist in accordance with the Contract Documents.

Security, maintenance, utilities, damage to the Work and insurance are the responsibility of the Owner and the Contractor based on their operations pursuant to final completion of the Work.

Copies of this Certificate were provided to the Contractor and the Owner on _____.

Design Professional:

Signature: _____

Date: