



IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

**FILED**

**JUL 24 2025**

DON NEWBERRY, Court Clerk  
STATE OF OKLA. TULSA COUNTY

PARAGON CONTRACTORS, LLC, )  
)  
Plaintiff, )

v. )

THE CITY OF BIXBY, OKLAHOMA )  
)  
Defendant. )

**CJ-2025-03297**

**JURY TRIAL DEMANDED**

**PETITION**

**DAMAN CANTRELL**

Plaintiff, Paragon Contractors, LLC ("Paragon") for its action against defendant, The City of Bixby, Oklahoma ("City"), alleges and states as follows:

1. Paragon is an Oklahoma limited liability company authorized to and transacting business in Tulsa County, Oklahoma.

2. City is an incorporated municipality located within Tulsa County, State of Oklahoma.

3. The events giving rise to this litigation occurred in Tulsa County, Oklahoma.

4. Venue and jurisdiction are proper within this Court.

5. On March 25, 2019, Paragon and City executed a unit price contract ("Contract") in which Paragon agreed to serve as general contractor on a construction project known as, "Downtown River District Streetscape" ("Project"). The original, estimated Contract price was \$6,106,106.00.

6. City hired Planning Design Group ("PDG") and CEC Corporation ("CEC") to provide architectural and engineering services in connection with the Project. City provided Paragon with plans and specifications prepared by PDG and CEC for the purpose of performing its work at the Project.

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7. Paragon timely and fully completed its obligations under the Contract.

8. The original, estimated Contract price of \$6,106,106.00 increased to \$7,489,788.28 by virtue of several quantity overruns.

9. City was responsible for removing all conflicting utilities and otherwise ensuring that Paragon had clear, unobstructed access to the Project. During construction, Paragon encountered numerous design deficiencies, utility conflicts, and other events and conditions beyond its control, all of which delayed, disrupted, and hindered Paragon's ability to perform its work in an efficient and productive manner. The delays, disruptions and impacts experienced by Paragon were unreasonable; not contemplated by the parties when the Contract was signed; resulted in willful and active interference, bad faith, and gross neglect on the part of City; and, resulted in fundamental breaches of City's express and implied obligations under the Contract and applicable law. Paragon was directed and/or required to perform extra work because of the events and conditions described above.

10. On September 23, 2020, Paragon submitted a written claim ("Claim") to City in the principal amount of \$973,814.00. City has acknowledged responsibility for the Claim. Rather than pay the Claim, however, the parties embarked on a lengthy and somewhat complicated process of trying to resolve the Claim.

11. On June 8, 2023, City and Paragon executed a written "Non-Waiver and Tolling Agreement" ("Tolling Agreement") in connection with the Project and Claim.

12. On November 22, 2024, Paragon notified City that it intended to terminate the Tolling Agreement if a resolution was not promptly achieved. Negotiations continued for a few months thereafter but ended unsuccessfully on March 25, 2025.

### **COUNT I – BREACH OF CONTRACT**

13. Paragon re-alleges and incorporates by reference the allegations contained in paragraphs 1-12, above.

14. The Contract constitutes a binding, legally enforceable agreement between Paragon and City.

15. Paragon faithfully, properly, satisfactorily, and fully performed the Contract with care, skill, and reasonable experience.

16. Under the Contract, City promised to pay Paragon for labor, services and materials furnished to the Project.

17. City breached the Contract by failing to pay Paragon for labor, services and materials furnished to the Project.

18. City breached its implied warranty of the adequacy and sufficiency of the plans and specifications provided to Paragon.

19. City was under an implied obligation to deal fairly and in good faith with Paragon and to not interfere with, hinder and/or prevent Paragon's ability to perform its work at the Project.

20. City breached the express and implied terms of the Contract by failing to pay Paragon all sums owed for labor, services and materials furnished to the Project; providing inaccurate and unreliable plans and specifications that were not fit for their intended use; failing to provide a clear, unrestricted work site; directing and/or requiring Paragon to perform extra work without additional compensation; and otherwise delaying, disrupting, and hindering Paragon's ability to perform its work in an efficient and productive manner.

21. Paragon has suffered damages in a principal amount of \$973,814.00 as a direct and proximate result of the City's Contract breaches.

22. All conditions precedent to the bringing of this claim and to the recovery of the damages and other relief sought have been satisfied, waived, excused, or otherwise discharged. Moreover, City has waived and/or is legally and equitably estopped from asserting any time-related defenses to Paragon's Claim.

23. Paragon is entitled to recover the principal amount of \$973,814.00 from City on its breach of contract claim, together with interest, costs, and attorneys' fees.

#### **COUNT II – QUANTUM MERUIT/UNJUST ENRICHMENT**

24. Paragon re-alleges and incorporates by reference the allegations contained in paragraphs 1-22, above.

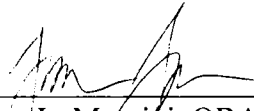
25. Paragon furnished valuable services to City with the reasonable expectation of being compensated; City knowingly accepted the benefit of the labor, services and materials furnished by Paragon; and City would be unfairly benefitted by the labor, services, and materials if no compensation were paid to Paragon.

26. The reasonable value of the labor, services and materials furnished by Paragon is \$973,814.00.

27. City has waived and/or is legally and equitably estopped from asserting any time-related defenses to Paragon's Claim.

28. Paragon is entitled to recover the principal amount of \$973,814.00 from City on its quantum meruit/unjust enrichment claim, together with interest, costs, and attorneys' fees.

Respectfully Submitted,



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