

# City Contract

Version 5.5 released on 7/1/25

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



### CITY COUNCIL USE ONLY

Date Received: \_\_\_\_\_  
Committee Date: \_\_\_\_\_  
1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
Committee: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
2<sup>nd</sup> Agenda Date: \_\_\_\_\_

### CITY CLERK USE ONLY

Scanned      Date: \_\_\_\_\_  
 Posted      Item #: \_\_\_\_\_

**All department items requiring Council approval must be submitted through the Mayor's Office.**

## Primary Details

### Contract Phase

**New Contract**     Renewal     Amendment     Statutory Change Order     Supplemental Documentation     Quantity Adjustment     Final Payment     Permission to Continue     IDP Formal Acceptance     Terminate/Cancel

### Data Sharing

Yes     No

*This contract will involve data sharing or data transfers.*

### Board Approval

Tulsa Metropolitan Utility Authority

### Other Board Name

\_\_\_\_\_

### City Council Approval

Yes     **No**

### Contract Number

140570

### Department

Development Services

### Contact Name

Michael Ling *MBL 4-21-26*

### Email

MLing@cityoftulsa.org

### Phone

918 596 7285

### Vendor Name(s)

S&A Concrete, Inc

### Vendor Number

800487

### Description (Subject)

Construction of Public Infrastructure and Services

*This should match the Munis description field but should be different from Contract Type or Subtype*

### Contract Type

IDP

### Contract Subtype

IDP Contractor

### Bid/Project Number

\_\_\_\_\_

### Contract Amount

\_\_\_\_\_

### Site Address

\_\_\_\_\_

### Site Parcel No.

\_\_\_\_\_

*IDP, Real Property, or other property related contract address*

## Budget

### Contract Funding Type

**No Payment Involved**  
 Revenue Contract  
 Expense Contract

*Affidavit of Claimant should be attached to the contract for Expense Contracts*

### Funding Source(s)

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstTitle5413102.6001-4043122-541102-\$30,000.01)

### TOTAL:

## Approvals

Department: *Sanette McNeans*  
Legal: *[Signature]*  
Board: \_\_\_\_\_  
Mayor: \_\_\_\_\_  
Other: \_\_\_\_\_

Date: 4/21/2026  
Date: 4/20/26  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

### Policy Statement

#### Background Information

Attached is the Contractor's Annual Contract between the City of Tulsa and S&A Concrete, Inc. for construction of various infrastructure development projects that are or will be owned or controlled by the City of Tulsa, and additional services as described in the contract.

*Provide background information on the requested action.*

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#### Summation of the Requested Action

*Summarize the pertinent details of the requested action*

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#### Other Pertinent Details

*Provide any additional information that should be considered when considering approval of this contract document*

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### Processing Information for City Clerk's Office

#### Post Execution Processing

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity
- Add'l governmental entity approval(s) required

#### Additional Routing and Processing Details

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RECEIVED  
3-23-26



# APPLICATION FOR ANNUAL CONTRACTOR'S CONTRACT FOR INFRASTRUCTURE DEVELOPMENT PROCESS PLANS (IDP)

Please print or type. Incomplete applications will be rejected.

Date: 02/04/26

Name of Company: S&A Concrete, Inc. Phone: 918-557-0445

Type of legal entity:  Corporation  Partnership  LLC  Other

Address: P.O. Box 141397 City: Broken Arrow State: OK Zip: 74014

Point of Contact Name: Santiago Abad

Point of Contact Phone: 918-557-0445 Email: saconcrete@yahoo.com

Level of Work:  May include: Major Construction, Minor Construction Arterial Right-of-Way and/or Minor Non-Arterial Right-of-Way (requires \$250,000 Bond)  
 Minor Construction Non-Arterial Right-of-Way (Constructed using standard design. Requires \$100,000 Bond)

Bonding Level: Bonding Company (original bond required) RLI Insurance Co.  
 \$100,000 or  \$250,000

### Type of Work:

- |   |                                   |   |   |
|---|-----------------------------------|---|---|
| <b>Water System</b>                           | <b>Sewer System</b>               | <b>Stormwater System</b>                | <b>Traffic and Transportation</b>                       |
| <input type="checkbox"/> Water Main Extension | <input type="checkbox"/> New      | <input type="checkbox"/> Detention      | <input type="checkbox"/> Streets                        |
| <input type="checkbox"/> Revision             | <input type="checkbox"/> Revision | <input type="checkbox"/> Revision       | <input checked="" type="checkbox"/> Sidewalks/Driveways |
| <input type="checkbox"/> Taps                 | <input type="checkbox"/> Taps     | <input type="checkbox"/> Pipes/Channels | <input type="checkbox"/> Traffic Signalization          |
| <input type="checkbox"/> Other: _____         |                                   |   | <input type="checkbox"/> Boring less than ____ inches   |
|   |                                   |   | <input type="checkbox"/> Median Modification            |

City of Tulsa Construction Experience: Metrolink-Bus stops

Other Construction Experience: PSO: slabs and driveways. Tulsa Airport: foundations and driveways.

Insurance and Bonds must be attached for the Application to be processed.

### Please Include:

- |   |  |
|---|--|
| <input type="checkbox"/> Application  | <input type="checkbox"/> Original Bond (Corporations require signature by a President or Vice President; LLC's require signature by a Manager or Managing Member).   |
| <input type="checkbox"/> Copy of Owners Protection Insurance (Must include a 30-day notice of cancellation).  | <input type="checkbox"/> \$275 Application Fee   |
| <input type="checkbox"/> Copy of Workers Compensation Insurance (Must include a 30-day notice of cancellation and include the City of Tulsa as additional insured). | <input type="checkbox"/> Signed Contract (Corporations require signature by a President or Vice President; LLC's require signature by a Manager or Managing Member). |
| <input type="checkbox"/> Copy of General Liability Insurance (Must include a 30-day notice of cancellation and include the City of Tulsa as additional insured).    | <input type="checkbox"/> Class D Water License (If water is checked).  |

### DEVELOPMENT SERVICES

175 E. 2nd St., Ste.450, Tulsa, OK 74103 | (918) 596-2514 | IDPcoordinator@cityoftulsa.org

**ANNUAL CONTRACT  
FOR CONTRACTORS TO CONSTRUCT  
INFRASTRUCTURE DEVELOPMENT  
WITHIN THE RIGHT-OF-WAY OF THE  
CITY OF TULSA, OKLAHOMA**

**THIS CONTRACT**, made by and between S&A Concrete, Inc, herein called "CONTRACTOR", the TULSA METROPOLITAN UTILITY AUTHORITY, herein called "AUTHORITY", and the CITY OF TULSA, OKLAHOMA, a Municipal Corporation, herein called "CITY".

**WITNESSETH:**

**WHEREAS**, CONTRACTOR desires to engage in construction related to infrastructure development within the City which includes the types of construction listed below:

Check each block that applies:

- |   |  |
|---|--|
| <input type="checkbox"/> Sanitary Sewer System      | <input type="checkbox"/> Water System                        |
| <input type="checkbox"/> Stormwater Drainage System | <input checked="" type="checkbox"/> Traffic & Transportation |
| <input type="checkbox"/> Other, Specify _____       |  |

; and

**WHEREAS**, CITY'S applicable infrastructure development ordinances, Title 35 TRO §§100 et seq, provide that an Annual Contract with CITY is a prerequisite to performing such work; and

**WHEREAS**, CONTRACTOR agrees to conduct the above construction activities in a good, substantial, and workmanlike manner as required by and in accordance with the Engineer's design and in compliance with all CITY Codes and Standards; and

**WHEREAS**, whether CONTRACTOR engages in construction which requires a Major or Minor Construction Right-of-Way Permit, as described, and provided in Title 35 TRO §§ 100 et seq, or any other construction as required by ordinance, CONTRACTOR agrees to first satisfy all bond and insurance requirements set out herein; and

**WHEREAS**, the AUTHORITY agrees and the CITY desires to enter into this Annual Contract with CONTRACTOR which authorizes CONTRACTOR to pursue such construction.

**NOW, THEREFORE**, in consideration of the promises and covenants contained in this Contract, the parties agree as follows:

- CONTRACTOR shall, (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and to form a

permanent part of the completed work; (c) provide and perform all such materials and labor in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents for the construction of a specific infrastructure development project within CITY.

2. CONTRACTOR shall, prior to initiation of construction, post with CITY either an Arterial Right-of-Way Bond in the amount of \$250,000 for work in an arterial street or a Non-Arterial Right-of-Way Bond in the amount of \$100,000 for work in a non-arterial street, executed by a surety company approved by CITY to guarantee the project during construction and for a period of one (1) year after final inspection/approval by CITY. Each Major Construction development shall require a two (2) year maintenance bond.

2.A Should a Contractor operating pursuant to a Major Construction Permit report to the Director of Development Services, that the Developer has defaulted on payment to the extent that the Contractor has no reasonable assurance of being paid to complete the project, the Director shall verify the facts. Once it is confirmed that no reasonable assurance can be obtained from the Developer that satisfactory payment arrangements will be made with the Contractor, the Contractor, after stabilizing the construction site to prevent erosion; complying with all applicable ODEQ and EPA regulations; and providing adequate public safety measures as required by the Director of Development Services, may withdraw from the site without breaching the terms of this Contract. Any legal questions remaining between the Developer and the Contractor shall be resolved between them without involving the City.

3. CONTRACTOR shall maintain insurance coverage for the one-year period following final inspection/approval of the project by CITY including general liability, workers compensation, and owners protective liability insurance as required by ordinance in Title 35 TRO.

4. CITY shall recognize CONTRACTOR as having secured this Annual Contract as a prerequisite to being issued a Major or Minor Right-of-Way Construction Permit or other Permit contemplated in Title 35 TRO.

5. Whether engaged in construction which requires a Major or Minor Right-of-Way Construction Permit as contemplated in Title 35 TRO, CONTRACTOR shall comply with all insurance and bond requirements set out therein. Failure to replace insurance or bonds prior to cancellation shall terminate the rights under this Contract.

6. CONTRACTOR shall look to the Owner/Developer who engages CONTRACTOR for full payment for CONTRACTOR'S services, etc. and not look to AUTHORITY or CITY for compensation of any nature.

7. This Contract shall have a twelve (12) month term either to be renewed or replaced on the anniversary date for successive twelve (12) month intervals should CONTRACTOR satisfy then existing CITY requirements. The anniversary date shall be twelve (12) months from the date this Contract is approved by the Mayor. Should the CONTRACTOR authorized by this Contract initiate a project while this Contract is in effect, he/she may complete the project within a reasonable time notwithstanding that a new Annual Contract has not been obtained, provided that the continued construction is insured and bonded as required by ordinance. No new projects may be initiated after the expiration of the term of this Contract.

IN TESTIMONY WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

CONTRACTOR

Name of Firm: S+A Concrete, Inc. Type of Firm Concrete construction

By Santiago Abad Executed on this 19<sup>th</sup> day of March, 2026.

Signature: 

President     Vice President     Manager     Owner     Other \_\_\_\_\_

TULSA METROPOLITAN UTILITY AUTHORITY

By \_\_\_\_\_ Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Chairman

By \_\_\_\_\_ Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Secretary

APPROVED:

By \_\_\_\_\_ Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Attorney for Tulsa Metropolitan  
Utility Authority

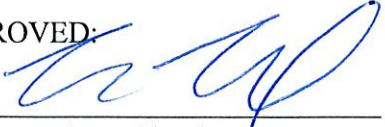
CITY OF TULSA, OKLAHOMA, a Municipal Corporation

By \_\_\_\_\_ Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED:

By  Executed on this 20 day of April, 2026  
Asst. City Attorney



Cancellation shall impact only such obligations of the Surety that would have arisen on work not yet commenced prior to the effective date of cancellation.

NON-STACKING OF COVERAGE: The coverage provided by this Bond is attached to the City of Tulsa Annual Contract # 140570 and is limited to work commenced during the time covered by said contract. Coverage is not subject to accumulation (stacking) due to any additional or subsequently signed contracts.

All work in the public right-of-way shall be guaranteed free from defects for a period of one year after approval by City.

The authority of Principal to continue to carry on the business of constructing the project shall terminate upon completion of the one-year warranty period.

Major construction projects shall require a separate two (2) year Maintenance Bond as provided by ordinance.

IN WITNESS WHEREOF, the said Principal has caused this bond to be executed in its name, and the said Surety has caused this bond to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, on this 2nd day of July, 2025

(If Corporation)

S & A Concrete, Inc.

ATTEST:

*Maribel Smith*  
Secretary

Principal

By: *Scotty Adams*  
Title: (please check appropriate box below)

(seal)

President  Vice-President  Manager

Individual  Other: \_\_\_\_\_



RLI Insurance Company  
Surety

By: *David Vaughan, Jr.*  
Attorney-in-fact David Vaughan, Jr.



APPROVED AS TO FORM, THIS 20 day of April; 2026

*[Signature]*  
Assistant City Attorney

NOTE: Date of Bond must not be prior to date of Contract. Surety companies executing bonds must appear on the State Insurance Department's most current Annual Report, and be authorized to transact business in Oklahoma.

# POWER OF ATTORNEY

## RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. LSM1034860

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: David Vaughan, Jr. in the City of Tulsa, State of Oklahoma, its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

**Principal:** S & A Concrete Inc  
**Obligee:** City of Tulsa  
**Type Bond:** Annual Bond for Major Construction/Minor Construction  
**Bond Amount:** \$250,000.00  
**Effective Date:** July 2, 2025

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, RLI Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 2nd day of July, 2025.

RLI Insurance Company

Eric Raudins

Sr. Vice President



State of Ohio }  
County of Cuyahoga } SS

### CERTIFICATE

On this 2nd day of July, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 2nd day of July, 2025.

By: Jill A. Scott  
Notary Public

RLI Insurance Company

By: Jeffrey D. Dick  
Corporate Secretary



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025





## Entity Summary Information

Select the buttons below to file or place an order.

To view Entity Details there will be a \$5.00 charge and you will need to click on **VIEW ENTITY DETAILS** button at the bottom of the page.

If you are ordering documents such as a "Certificate of Good Standing" or "copies" you will need to click on the **ORDER DOCUMENTS** button at the bottom of the page.

If you are filing a legal document such as a trade name, amendment, annual certificate, etc., you will need to click on **FILE A DOCUMENT** button at the bottom of the page.

### S & A CONCRETE, INC.

#### Details

Filing Number: 1900614745  
Name Type: Legal Name  
Status: In Existence   
Corp type: Domestic For Profit Business Corporation  
Jurisdiction: Oklahoma  
Formation Date: 10 Dec 1998

#### Registered Agent Information

Name: SANTIAGO ABAD  
Effective: N/A  
Address: 6400 S 214TH AVE  
City, State , ZipCode: BROKEN ARROW OK 74014

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