

**RELEASE FORM**

(This Form of Release is to be executed at completion of contract.)

**KNOW ALL MEN BY THESE PRESENTS:**

That Ellsworth Construction OKC, LLC DBA A-Tech Paving, hereinafter the "CONTRACTOR," individually and collectively, have in consideration of the sum of Two Million Two Hundred Nineteen Thousand One Hundred Ninety-Two Dollars and Twenty Cents DOLLARS (\$ 2,219,192.20) for all work performed on the Project described herein less the sum of ZERO DOLLARS DOLLARS (\$ 0.00), which is to be retained by TRUST hereinafter described for exceptions yet to be performed by CONTRACTOR as set out in attached list and to be paid by TRUST to CONTRACTOR when such exceptions are performed, the receipt whereof is hereby acknowledged, and binding upon our heirs, executors, administrators, successors and assigns, do hereby remise, release, and forever discharge the OKLAHOMA CITY AIRPORT TRUST, hereinafter the "TRUST", THE CITY OF OKLAHOMA CITY, and the BANK OF OKLAHOMA, custodians of the construction fund and other funds of the TRUST, and any of their successors in office, heirs, executors, and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, executions, claims and demands whatsoever in law or in equity which against them we ever had, now have, or may have by reason of contract entered into by and between the CONTRACTOR and the TRUST dated February 23, 2023, which pertains to the construction by the CONTRACTOR for the TRUST, including any approved change orders covered therein including any and all other work or materials furnished in connection with such contract and building and other facilities::

**Facility Location:** Mike Monroney Aeronautical Center at Will Rogers World Airport, OKC, OK  
**Project Number:** OCAT WRWA 2208  
**Project Title:** South Campus Paving Repairs & Rehabilitation  
**Scope of Work:** As per the Plans and Project Manual and any approved Change Order thereto.

CONTRACTOR individually and collectively hereby certifies that the CONTRACTOR has made payment in full or will make payment in full within ten (10) calendar days of receipt of final payment to each and every person, firm, partnership, corporation, joint venture and subcontractor, for all labor and material used in the performance of the foregoing contract.

In the event that each and every person, firm, partnership, corporation, joint venture or Subcontractor is not paid in accordance with the Fair Pay for Construction Act, 61 O.S. §226 or any other applicable provision of law for all materials or labor furnished in connection with the project, the Contractor hereby agrees to indemnify, defend, and hold harmless the City of Oklahoma City and the Trust for any claim, lawsuit or other cause of action as a result of Contractor's failure to fully compensate or pay all monies owed to each and every person, firm, partnership, corporation, joint venture and Subcontractor used in the performance of the Contract.

IN WITNESS WHEREOF, THE CONTRACTOR has executed this Release on this 8th day of August, 2024.

[NAME OF CONTRACTOR]

BY: Tim Lunday

ATTEST:

PRINTED NAME: Tim Lunday

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TITLE: President

OCAT 00591-1

South Campus Asphalt Paving Repairs & Rehabilitation  
Mike Monroney Aeronautical Center  
Will Rogers World Airport

12.15.2022

SECRETARY

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss.

Subscribed and sworn to before me this 8th day of August, 2024.

SEAL:

Jess White  
Notary Public

My Commission Expires: 06/13/2026

