

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

## TO OWNER:

City of Univeristy Park, Texas  
3800 University Blvd  
University Park, Texas 75205

## FROM CONTRACTOR:

SRH Landscapes LLC

PO Box 796754

Dallas, Texas 75379

CONTRACT FOR: Tree Transplant Services - Large Street Trees

PROJECT: Agreement for Tree

Transplant Services

Large Trees

University Park Texas

APPLICATION NO: Retainage

PROJECT PO #

PERIOD TO: Retainage

PROJECT NOS: 2025-05

CONTRACT DATE: 6/18/2025

Distribution to:

☒ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	227,411.70
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	227,411.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	227,417.09
5. RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	\$	11,371
b. 0 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	11,370.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	216,046.24
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	216,046.24
8. CURRENT PAYMENT DUE	\$	11,365.46
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month		\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of: Texas

Subscribed and sworn to before me this 19

Notary Public: MB Serrano

My Commission expires: 11/30/27

Date:

County of: Dallas

day of Dec.



Mary Beth Serrano  
My Commission Expires  
11/30/2027  
Notary ID 134174025

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTRACTOR'S AFFIDAVIT OF  
FINAL PAYMENT AND RELEASE**

THE STATE OF TEXAS   §

**KNOW ALL MEN BY THESE  
PRESENTS:**

COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared ("Affiant"), who, after being by me duly sworn, deposes and says that he is , a Texas Limited Liability Company (corporation, partnership, trade name) of County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the 18 day of June, 2025, for the construction of at Snider Plaza - Large Street Trees 2025-05 (the "Work"), for a total consideration of Two Hundred Twenty-Seven Thousand Four Hundred Eleven & 70/100 Dollars to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That the City Of University Park has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 2253 (Public Works Performance and Payment Bonds), Subchapter B. (General Requirements; Liability); § 2253.001 through §2253.071, of the Government Code as amended, and Chapter 53 (Mechanics', Contractors', Materials Liens), Subchapter J. (Lien on Money Due Public Works Contractor); § 53.231 through § 53.239, of the Property Code as amended, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of Eleven Thousand Three Hundred Sixty-Five & 46/100 Dollars as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall



defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

SRH Landscapes LLC

(Contractor)

By

(Affiant)

Tyler Hawkins

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the 19 day  
of December, A.D. 2025.

Notary Public, in and for the State of Texas

(Notary Seal)



(Printed Name of Notary)

My commission expires

1/30/27

# Consent of Surety to Final Payment

AIA Document G707 -  
Electronic Format

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

[ ]  
[ ]  
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Bond No. 999415439

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER: City of University Park Texas  
(Name and address) 3800 University Blvd  
University Park Texas 75205

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: 2025-05 LARGE TREES – SNIDER PLAZA

PROJECT: 2025-05 LARGE TREES – SNIDER  
(Name and address) PLAZA

CONTRACT DATED: June 17th, 2025

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety) The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

, SURETY,

on bond of

(Insert name and address of Contractor) SRH Landscapes LLC  
6210 Campbell Rd, ste 210  
Dallas, TX 75248

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to City of University Park Texas

(Insert name and address of Owner) 3800 University Blvd  
University Park Texas 75205

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 12/19/2025

(Insert in writing the month followed by the numeric date and year.)



The Ohio Casualty Insurance Company

(Surety)

A handwritten signature in black ink, appearing to be "S" followed by a flourish.

Sam Sealer, attorney in fact

(Signature of authorized representative)

AIA DOCUMENT G707 - CONTRACTOR'S CONSENT OF SURETY TO FINAL PAYMENT - 1994 EDITION - AIA - COPYRIGHT 1994 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292.. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

999415439

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8210077-993931**

### POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Samuel Sealer

all of the city of Irving state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of May, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 10th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 19th day of December, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.