BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF GEORGIA

CITY OF CARTERSVILLE	)	
	)	
Petitioner,	)	
	)	
v.	)	Docket No. 55973
	)	
GEORGIA POWER COMPANY	)	
	)	
Respondent.	)	

PREFILED REBUTTAL TESTIMONY OF SATYA MADIVALA
FILED ON BEHALF OF PETITIONER THE CITY OF CARTERSVILLE, GEORGIA

Q: Please state your name and business address.

A: My name is Satya Madivala, and my business address is 383 17th Street, Suite 100, Atlanta, Georgia 30363.

Q: Mr. Madivala, by whom are you employed and what is your job position?

A: I am employed by Hines Interests Limited Partnership (commonly referred to as "Hines"), and I have been employed by Hines since July 2021. My current title is Construction Manager.

Q: Did you prepare prefiled testimony in this case?

A: Yes, I did.

Q: What is the purpose of your rebuttal testimony?

A: I am providing additional information that was not previously listed in my prefiled direct testimony.

Q. Let me show you what I've marked as Exhibit P37.

A. Yes

Q. What is this document?

A. This is a final affidavit and release of claims that Hines Busch Cartersville, LLC received from the general contractor responsible for the Atkore construction project in 2024.

[Tender Exhibit P37 into evidence and review its terms]

Q: Does this complete your testimony?

A: Yes.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the herein and foregoing **PREFILED REBUTTAL TESTIMONY OF SATYA MADIVALA FILED ON BEHALF OF PETITIONER THE CITY OF CARTERSVILLE, GEORGIA** by e-mail as follows:

Steven J. Hewitson
Allison W. Pryor
Matthew C. Daigle
Troutman Pepper Hamilton Sanders LLP
Bank of America Plaza
600 Peachtree Street, N.E., Suite 3600
Atlanta, Georgia 30308-2216
(404) 885-3000
steven.hewitson@troutman.com
allison.pryor@troutman.com
matt.daigle@troutman.com

This 20th day of June, 2025.

SMITH CONERLY LLP

/s/ Charles S. Conerly
Charles S. Conerly
Georgia Bar No.: 180720
cconerly@smithconerly.com

ATTORNEYS FOR CITY OF CARTERSVILLE

402 Newnan Street
Carrollton, Georgia 30117
(770) 834-1160 (telephone)
(770) 834-1190 (facsimile)

EXHIBIT H-2

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF CLAIMS
(TO ACCOMPANY APPLICATION FOR FINAL PAYMENT)

(address)

TO: Hines Busch Cartersville, LLC ("OWNER")

FROM: Ordner Construction Company, Inc ("CONTRACTOR")

RE: Busch - Building A - Atkore TI ("PROJECT")

Contract Date: 7

Original GMP Amount:	$ 4,482,033.00
Plus (Less) Approved Change Orders:	$ -807.77
Adjusted GMP Amount:	$ 4,481,225.23
Final Cost of the Work	$ 4,481,225.23
Less: Total Payments Received to Date:	$ 4,058,280.19
Equals: Balance Due:	$ 422,945.04
Plus Contractor's Share of Savings (GMP less Cost of the Work x _____%)	$
Equals: Final Payment	$ 422,945.04

For and in consideration of payments made to it by Owner, the undersigned hereby certifies as follows:

1. The undersigned hereby acknowledges receipt of the Total Payments Received to Date as payment in full, including the Retainage, for all labor employed and all materials furnished or stored in connection with the construction of the Project through the last Day of the previous payment period, and hereby now and forever waives, releases and quitclaims all claims and rights to claim against the Owner, the Lender (if any) or the land upon which the Project is situated with respect to the Project. The undersigned hereby affirms that there are no outstanding claims against Owner, the Contractor and/or Contractor's sureties in connection with the Project through said date.

EXHIBIT
P37

2. Upon receipt of the Final Payment, as set forth herein, the undersigned acknowledges and agrees that it will have received payment in full for all labor employed and all materials furnished in connection with the construction of the Project, and hereby now and forever waives, releases and quitclaims all claims and rights to claim against the Owner, the Lender (if any) or the land upon which the Project is situated with respect to the Project, and as an inducement to Lender (if any) to make the same, the undersigned hereby affirms that there are no outstanding claims against Owner, the Contractor and/or Contractor's sureties in connection with the Project.

3. Contingent upon the receipt of the Final Payment, the undersigned does hereby forever waive, release and quitclaim in favor of Owner, Lender (if any), each and every party acquiring title to and/or making a loan on the Project, and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assignees, all rights that presently exist to any and all types and forms of contractor's, mechanics' and materialmen's lien and other liens (including without limitation, any liens or preliminary notice of lien which might otherwise have been filed pursuant to this state's mechanic's lien law. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

4. The undersigned further states on oath that all laborers and Subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated into the Project and any lien or bond claimant relating to the undersigned's work has been paid their respective portion of prior payments for all work, labor, materials, machinery, equipment and supplies provided, or to be provided, in connection with the Project, and that no laborers or materialmen have any claim or lien, either actual or inchoate, against the Work, Project, Owner or Lender (if any) by virtue of their having furnished labor or material going into or towards the Work.

5. No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the Project.

6. The undersigned hereby certifies that the amounts set forth above are true and correct and acknowledges that there are no additional costs or claims for any extras of additions for labor and/or material on the Project.

7. The undersigned has not assigned any lien or right to perfect a lien against the Project, and the undersigned has the right, power and authority to execute this document.

8. The undersigned does hereby forever release, waive and discharge the Project Owner and Lender (if any) from (and quitclaim to them) any and all claims on, against, related to, arising out of, connected with, and/or on account of the above-described Construction Contract or Project, whether known or unknown, and whether presently ascertainable or not, which the undersigned or its successors and/or assignees ever had, now have, or ever will have against the Owner, Lender (if any) or Project.

Duly sworn upon oath, executed and delivered by the undersigned this 17th Day of June, 2024.

WITNESS:

BY:

TITLE: Sr. Project Manager

Sworn to and subscribed before me
this 17th Day of June, 2024

Notary Public

My commission expires:

10/22/2024

(SEAL)

AMY BERRY NOTARY PUBLIC GEORGIA EXPIRES OCTOBER 22, 2024 WALTON COUNTY, GA

END OF EXHIBIT H-1 - CONTRACTOR'S WAIVER AND RELEASE OF LIEN