

SECTION 00650
AFFIDAVIT OF CONTRACTOR
(To be executed prior to Final Payment)

STATE OF GEORGIA

COUNTY OF COWETA

Kimberly L Smith
(Name of corporate president or vice president, sole proprietor or partner)

personally appeared before the undersigned attesting officer Daniel Lopez a
(Name of Notary)

Notary Public, and after being duly sworn says on oath that he is President
(Title)

of Smith Pipeline Inc.
(Contractor Name)

hereinafter referred to as Contractor; that Contractor entered into a contract with the City of Cartersville, Georgia, OWNER), for Pioneer Trail Water Main Replacement, being Engineer's Project No. CATL240141, Contract dated July 14, 2025, and any amendments or modifications thereto, hereinafter referred to as the Contract; that all work under the Contract, including the supply of materials, has been completed in accordance with the Contract Documents, drawings, and specifications governing same; and, that all charges or bills or claims of every nature incurred in connection with said contract, including but not limited to labor, materials, supplies, lands, licenses, and any other expenses for which the City of Cartersville, Georgia (OWNER) and Sweitzer Engineering, Inc. (ENGINEER) might be sued or for which a lien might be filed upon the project which is the subject matter of the Contract, have been paid in full or satisfied, except:

\$ 0.00

- \$ 0.00

\$ 0.00
(List each entity to which any amount is owed and the amount owed to each entity)

For and in consideration of the final payment of \$ 0.00 Contractor hereby waives, for itself, its subcontractors, materialmen, successors and assigns, all lien rights arising out of performance of the Contract Work and will defend and hold harmless the City of Cartersville, Georgia (OWNER) and Sweitzer Engineering, Inc., (ENGINEER) from and against all suits, actions, claims, liens, or demands of labor, mechanics, materialmen, or others filed against the OWNER and/or ENGINEER for buildings, structures, utilities, facilities, additions or improvements constructed under this Contract and arising out of the Contract Work. Contractor does further warrant that he has not and will not assign his claim for payment, not his right to perfect a lien against said property on which the improvements were made pursuant to the Contract Work and that he has the full authority and right to execute this waiver and release thereof.

Contractor further agrees to arrange the immediate release by payment or bond of any liens which might have been filed against said Contract Work and Contractor understands that transfer of the final payment to him is

conditioned on proof that no liens have been filed as of the date of receipt of final payment, or if any lien has been filed prior to this date, he has completed the arrangements for release of said lien by either payment or bond as required herein.

It is expressly understood by the parties hereto that said affidavit is executed in accordance with the Official Code of Georgia Annotated Section 44-14-361.2 and is made for the purpose of inducing said OWNER to pay the final payment as hereinbefore set out or any other purposes as set forth in the Official Code of Georgia Annotated Section 44-14-360 et seq.

Smith Pipeline Inc.
(Contractor)

By: Kimberly L. Smith
(Signature of President or Vice President)

NAME Kimberly L. Smith
(Name Printed)

ATTEST: Ashley S. Crabtree
(Signature of Secretary or Assistant Secretary)

NAME: Ashley Crabtree
(Name Printed)

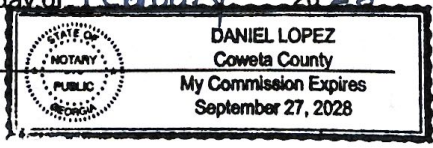
(CORPORATE SEAL AFFIXED)



Sworn to and subscribed before me

This 10th day of February, 2026

DANIEL LOPEZ
NOTARY PUBLIC



(NOTARY SEAL AFFIXED)

SECTION 00640
CONTRACTOR'S CERTIFICATE AND RELEASE

FROM: Smith Pipeline Inc.
(Name of Contractor)

TO: City of Cartersville

REFERENCE PROJECT NO. CATL240141 ENTERED INTO THE 20th DAY
OF May, 2025, BETWEEN City of Cartersville,

AND Smith Pipeline Inc.
(Name of Contractor)

OF Palmetto Georgia
(City) (State)

FOR: Pioneer Trail Water Main Replacement,

PROJECT NO. CATL240141,

LOCATED IN City of Cartersville.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due from and payable by the OWNER to the Contractor, under the contract and duly approved Change Orders and modifications the balance of \$ 0.
2. The undersigned further certifies that in addition to the amount set forth in paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the NONE to the Contractor:
(Name of OWNER)
 - (a) NONE
 - (b) _____
 - (c) _____
 - (d) _____(Itemize claims and amounts due) (If none, so state)
3. The undersigned further certifies that all work required under this contract including work required under change orders numbers _____ has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.

