

RESOLUTION 25-255

A RESOLUTION TO AUTHORIZE A CONTRACT FOR MUNICIPAL STREET SWEEPING SERVICES

WHEREAS, in order to keep the streets of Spring Hill clean and provide a pleasant environment for businesses and citizens, the city desires to authorize a contract for Municipal Street Sweeping Services; and

WHEREAS, the City of Spring Hill advertised and received quotes for this service on October 23, 2025; and

WHEREAS, staff recommends awarding the contract to Sweeping Corporation of America with a bid of \$66,407.00 annually; and

WHEREAS, funding for street sweeping is budgeted in the Stormwater Division (416-43150-52918).

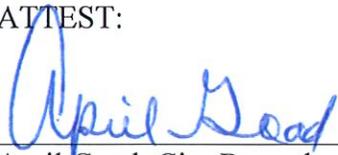
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorize a contract for Municipal Street Sweeping Services at a cost not to exceed \$66,407.00 annually to Sweeping Corporation of America of Nashville, TN.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 3rd day of November, 2025.



Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

STAFF MEMORANDUM

TO: Board of Mayor and Aldermen
FROM: Tyler Scroggins, Public Works Director
DATE: 10/29/52058
SUBJECT: Resolution 25-255: Authorize a Contract with Sweeping Corporation of America for Municipal Street Sweeping

RECOMMENDATION:

Staff recommends approval of the contract for Municipal Street Sweeping.

BACKGROUND:

The city's existing contract for street sweeping expires December, 2025. A request for bids for a new contract was advertised, and bids were opened on October 23, 2025. One bid was received by Sweeping Corporation of America with an annual price of \$66,407.00. The terms of the contract shall be two years with the option to renew for two additional one-year terms if both parties agree.

Street sweeping is done on a quarterly basis. Funding is in the Stormwater Division for FY26 (416-43150-52918).

SUPPORTING DOCUMENTS:

Bid and Contract



SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and **Sweeping Corp of America, LLC** (“Vendor”) (collectively as “Parties”), and is entered into on **November 3, 2025**, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services for street sweeping that it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be **December 1, 2025**.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through **December 1, 2027**. Term is for two years but may be renewed for two additional terms of one year each if both parties agree to renew. Pricing shall be negotiated annually.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.

- a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. Sweep streets quarterly, except when there are climatic conditions present or forecast
- b. The area cleaned will be at least 7' wide from the curb, barrier or paved shoulder edge
- c. Provide the city with a schedule (route list)
- d. Must provide an on-call emergency contact and a non-emergency contact
- e. Provide all equipment and labor to perform the work proposed

5. CITY'S RESPONSIBILITIES.

- a. Dispose, and any fees associated with, of all collected debris and provide any needed temporary dump site or staging equipment
- b. Provide water for the sweepers' dust suppression system and for the daily wash out
- c. Provide the listing of streets to be swept quarterly

6. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. AMENDMENT AND TERMINATION. This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

8. NO CONFLICT OF INTEREST. No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

9. ASSIGNMENT; SUBCONTRACTING. This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.

10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.
12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, reasonable attorney's fees, expenses and liabilities (collectively, "Losses") incurred in the defense of any claim or action arising there from. Vendor's indemnification, defense and hold harmless obligations set forth above shall not apply to the extent any Losses arise out of any negligence or willful act or omission on the part of the City. Vendor's indemnification obligations shall be subject to (i) Vendor being promptly notified in writing of such claim or suit and (ii) Vendor having the sole control of the defense and/or settlement thereof using counsel reasonably satisfactory to the City.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or

be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

19. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

20. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: Sweeping Corporation of America, LLC
4141 Rockside Road, Suite 100
Cleveland OH 44131

If to City: Mayor Matt Fitterer
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

21. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.
22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.
23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
MATT FITTERER
Mayor of Spring Hill
Date of Execution: 11-3-2025

SWEEPING CORPORATION OF AMERICA, LLC

By: 
Larry Grimaldi
Regional Vice President
VENDOR REPRESENTATIVE
Date of Execution: 10/31/2025

Price Quotation :

The Proposal will be awarded based on best-case scenario should all quarterly curbed miles be swept for a fifty-two week period, although services will be billed on an as-swept basis. Per curbed mile pricing excludes disposal.

Best-case scenario: 291.258 curbed miles curbed or non curbed swept
quarterly \$ 57.00 x 291.258 = \$66,407.00

Per curbed mile price excluding disposal=\$ 59.00 (in figures)

\$ Fifty-nine dollars and zero cents

(price per curbed mile in words)

Annual potential value= 220.02 miles x 4 x per curbed mile Proposal price=\$ 51,924.72 (in figures)

\$ Fifty-one thousand nine hundred and twenty-four (in words)
dollars and seventy-two cents

(annual potential value)

On-Call Emergency Sweeping:

Pricing should be given for on-call emergency sweeping excluding disposal expense. Proposals without on-call emergency pricing will not be considered for award.

Hourly Rate for on-call emergency sweeping excluding disposal expense:

\$ 250.00 per hour (in figures)

\$ Two hundred and fifty dollars and zero cents (hourly rate in words)

Minimum number of billable hours, if required: 4 (four) hours per call-out

On-call/ Non-Emergency Sweeping:

Pricing should be given for on-call non-emergency sweeping (scheduled twenty-four (24) hours in advance) excluding disposal expense. Proposals without on-call non-emergency pricing will not be considered for award.

Hourly Rate for on-call non-emergency sweeping excluding disposal expense:

\$ 250.00 per hour (in figures)

\$ Two hundred and fifty dollars and zero cents (hourly rate in words)

Minimum number of billable hours, if required: 4 (four) hours per call-out



CITY OF SPRING HILL

Request for Proposals for:

MUNICIPAL STREET SWEEPING

Response Submitted by: **Sweeping Corporation of America, LLC**

Bids Due: September 23, 2025 by 2:00 p.m.

PROPOSAL FORM

Municipal Street Sweeping

All blank spaces in each Proposal Form must be completed in full in ink or typewritten.

Proposals Information:

Sweeping Corporation of America, LLC

Company Name of Proposals

Mailing Address: Headquarters: 4141 Rockside Road, Suite 100; Seven Hills, OH 44131

Include street Address, City, County, State and Zip Code

Street Address: Service Address: 3603 Central Pike Hermitage, TN 37076

Include street Address, City, County, State and Zip Code

HQ: 216-777-2750

HQ: 216-777-2766

Telephone Number: Site 615-21-1117

Fax Number: Site 615-21-1117

Legal Status of Proposals: Please indicate appropriate classification

LLC (**Limited Liability Company**)-**Manager Resolution is listed in the required forms section)**
~~Partnership -- A partnership Proposals shall give full names of all partners. Partnership will be required to state in the Proposal the names of all persons interested therein.~~

Individual – Individual Proposals will be required to state in the Proposal the names of all persons interested therein. If individual, complete information regarding place of residence below:

4141 Rockside Rd, Ste. 100; Seven Hills, OH 44131

(Include Street Address, City, County, State and Zip Code)

Supporting Documentation:

Please attach the following documents and indicate same by checking the boxes:

- Proposal Bond or certified check in the amount of five percent (5%) of the total amount of the Proposal, not to exceed a maximum of \$50,000.
- Certificate of Insurance evidencing the coverages set forth in the General Specifications.
- Copy of general contractor’s license for State of Tennessee.
- Letter from the bonding company or bank stating the contracting company can obtain required performance bond or letter of credit.

Price Quotation :

The Proposal will be awarded based on best-case scenario should all quarterly curb miles be swept for a fifty-two week period, although services will be billed on an as-swept basis. Per curb mile pricing excludes disposal.

Best-case scenario: 291.258 curbed miles curbed or non curbed swept
quarterly $\$57.00 \times 291.258 = \$66.407.00$

Per curb mile price excluding disposal = \$ 59.00 (in figures)

\$ Fifty-nine dollars and zero cents

(price per curb mile in words)

Annual potential value = 220.02 miles x 4 x per curb mile Proposal price = \$ 51,924.72 (in figures)

\$ Fifty-one thousand nine hundred and twenty-four (in words)
dollars and seventy-two cents

(annual potential value)

On-Call Emergency Sweeping:

Pricing should be given for on-call emergency sweeping excluding disposal expense. Proposals without on-call emergency pricing will not be considered for award.

Hourly Rate for on-call emergency sweeping excluding disposal expense:

\$ 250.00 per hour (in figures)

\$ Two hundred and fifty dollars and zero cents (hourly rate in words)

Minimum number of billable hours, if required: 4 (four) hours per call-out

On-call Non-Emergency Sweeping:

Pricing should be given for on-call non-emergency sweeping (scheduled twenty-four (24) hours in advance) excluding disposal expense. Proposals without on-call non-emergency pricing will not be considered for award.

Hourly Rate for on-call non-emergency sweeping excluding disposal expense:

\$ 250.00 per hour (in figures)

\$ Two hundred and fifty dollars and zero cents (hourly rate in words)

Minimum number of billable hours, if required: 4 (four) hours per call-out

Contractor's Information Report

List below the equipment you own that is available for use in fulfillment of this Contract.

Sweeper #1	<u>Year 2025 - VIN# 1HTEUMMN6SS637928</u>
Make/Model	<u>Schwarze A7TE Tornado</u>
Sweeper #2	<u>Year 2021 - VIN# 1FVACXFC1MHMY4522</u>
Make/Model	<u>Schwarze A7 Tornado</u>
Sweeper #3	<u>Year 2021 - VIN# 3ALACXFC6LDMD1122</u>
Make/Model	<u>Schwarze A7 Tornado</u>
Sweeper #4	<u>Year 2021 - VIN# 3ALACXFC8LDMD1123</u>
Make/Model	<u>Schwarze A7 Tornado</u>
Sweeper #5	<u>Year 2024 - VIN# 3HAEUTAN4RL635515</u>
Make/Model	<u>Schwarze A6</u>
Dump Truck #1	<u>Year 2024 - VIN# 3ALHCYD23RDVK2957</u>
Make/Model	<u>Freightliner M2 106</u>
Dump Truck #2	<u>Year 2025 - VIN# 3ALHCYD23SDWA0235</u>
Make/Model	<u>Freightliner M2 106</u>
Dump Truck #3	<u>Year 2022 - VIN# 1FVHCYD24NHMH0108</u>
Make/Model	<u>Freightliner M2 106</u>
Dump Truck #4	<u>Year 2021 - VIN# 1FVHCYFE9MHMH0062</u>
Make/Model	<u>Freightliner M2 106</u>
Dump Truck #5	<u>Year 2020 - VIN# 1FVHCYFE9LHLJ1643</u>
Make/Model	<u>Freightliner M2 106</u>
Support Vehicle #1	<u>Year 2025 - VIN# 1FVACWFC5SHVT8332</u>
Make/Model	<u>Freightliner M2 106</u>
Support Vehicle #2	<u>Year 2021 - VIN# 54K6S165MSG50098</u>
Make/Model	<u>Isuzu FTR</u>
Support Vehicle #3	<u>Year 2021 - VIN# 5PVNJ8AV7M5T50181</u>
Make/Model	<u>Hino L6</u>
Support Vehicle #4	<u>Year 2018 - VIN# 1FVACWFC5SHVT8332</u>
Make/Model	<u>Freightliner M2</u>
Other #1	<u>Year 2020 - VIN# 3C6RR6KT8LG290390</u>
Make/Model	<u>Ram 1500</u>
Other #2	<u>Year 2020 - VIN# 3C6RR6KT7LG179085</u>
Make/Model	<u>Ram 1500</u>

Other #3 Year 2019 - VIN# 3C6JR6DG8KG506394
Make/Model Ram 1500

Other #4 Year 2018 - VIN# 1C6RR6GT8KS520879
Make/Model Ram 1500

References:

Please list 4 current municipal street sweeping contracts:

1. Name of Municipality: Nashville Department of Transportation
Mailing Address: 750 S. 5th St. Nashville, TN 37206
Contact Person: JD Lane
Telephone Number: 615-880-3319
Number of curb miles currently swept and frequency
swept: 1,906.33 miles monthly

2. Name of Municipality: Town of Smyrna
Mailing Address: 315 S. Lowry St. Smyrna, TN 37167
Contact Person: Chris Dugan
Telephone Number: 615-4591-0895 x488
Number of curb miles currently swept and frequency
swept: 59.9 miles per month

3. Name of Municipality: City of Hendersonville
Mailing Address: 101 Maple Drive N; Hendersonville, TN 37075
Contact Person: Sarah Locke
Telephone Number: 615-590-4640
Number of curb miles currently swept and frequency
swept: 26 miles – 2x per month

4. Name of Municipality: City of Spring Hill
Mailing Address: P.O. Box 789 Spring Hill, TN 37174
Contact Person: Chris Dugan
Telephone Number: 931-451-0895
Number of curb miles currently swept and frequency
swept: 291.258 miles quarterly

Attestments:

By signature at the bottom of this Proposal Form, the Proposals(s) attest to the following statements:

Proposals is in good standing under the laws of the state of Tennessee and, in the case of corporations organized under the laws of any other State, the Proposals is licensed to do business and is in good standing under the laws of the state of Tennessee, or if not currently, the Proposals swears that it will take all necessary action to become so licensed if its Proposal is accepted.

Proposals (or Proposal's subsidiaries or affiliates) has been in continuous existence and possesses actual or paid experience in municipal street sweeping in excess of five (5) years and is able to successfully maintain operations if this Proposal is accepted.

Proposals is able to provide Performance Bond in accordance with the General Specifications if its Proposal is accepted.

Proposals is currently and continuously operates a show facility with at least one (1) full-time mechanic; and an office with receptionist or answering service from 8:00 a.m. to 5:00 p.m., Monday through Friday.

This Proposals is able and willing to obtain all licenses and permits and promptly pay all taxes required by the City if this Proposal is accepted.

Proposals Signatures:

The Proposal must be properly signed in ink and the address of the Proposals given.

If PROPOSAL is by partnership, a partner must sign; if the PROPOSAL is by a corporation, an authorized officer must sign, and seal is to be affixed; and if PROPOSAL is by a joint venture, all members of the joint venture must sign.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

This Proposals is a LLC - Limited Liability Company
(Insert Corporation, Partnership, Individual, or Joint Venture).

This Proposal is signed on this _____ day of _____, in the year of ~~2022~~ 2025

PROPOSALS: Sweeping Corporation of America, LLC (SEAL)
(Firm Name)

BY: Patrick Bobo Title Secretary
(Printed Name)

BY: _____ Attest: _____
(Authorized Signature)

BUSINESS ADDRESS: (Address to which all official notices are to be sent)

Headquarters: 4141 Rockside Road, Suite 100; Seven Hills, OH 44131

Service Address: 3603 Central Pike; Hermitage, TN 37076

Telephone Number: 216 777 2750

Facsimile Number: 216 777 2766

REPLACE WITH EXECUTED BOND

INSERT BONDING COMPANY LETTER

**JOINT ACTION IN WRITING
BY THE
SOLE MEMBER AND
THE MANAGER OF
SWEEPING CORPORATION OF AMERICA, LLC**

The undersigned, being (i) the sole member (the "*Member*") and, (ii) following the actions by the Member contemplated by this Joint Action in Writing, the manager (the "*Manager*") Sweeping Corporation of America, LLC, a Tennessee limited liability company (the "*Company*"), hereby adopts, consents to, and approves the following actions and resolutions without a meeting, to be effective as of July 1, 2025:

Actions by the Member

WHEREAS, the Member desires to confirm the appointment of the Manager as the manager of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that all current members of the Board of Managers of the Company are hereby removed;

FURTHER RESOLVED, that Jonathan Sisler, the undersigned Manager, is hereby appointed as the manager of the Company; and

FURTHER RESOLVED, that any and all actions, whether previously or subsequently taken, by the Manager, which are consistent with the intent and purposes of the foregoing resolutions, hereby are, in all respects, ratified, approved, adopted and confirmed.

Actions by the Manager

WHEREAS, the Manager desires to confirm the appointment of the officers of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that all current officers of the Company are hereby removed, and that the following persons are hereby elected to the offices of the Company set forth opposite their respective names (each, an "*Authorized Officer*"):

Jonathan Sisler	--	Chief Executive Officer
Patrick Bobo	--	CLO, Secretary

Kelly Rich	--	CFO, Treasurer
Christopher Chiodo	--	Chief Operating Officer
Jody Hall	--	Chief People Officer
Jean Souliere	--	Chief Strategy Officer
Larry Grimaldi	--	Regional Vice President
Brad Becker	--	Regional Vice President

FURTHER RESOLVED, that each of the Authorized Officers is hereby authorized and empowered, throughout such Authorized Officer's tenure, to execute and deliver, for, on behalf of, and in the name of, the Company, any and all contracts, agreements, bids, commitments, certificates, instruments and other documents, as any Authorized Officer shall deem necessary, desirable or appropriate in such Authorized Officer's discretion, to evidence contractual and other obligations on behalf of the Company undertaken in the conduct of the Company's operations, and any Authorized Officer's execution and delivery of any such contract, agreement, bid, commitment, certificate, instrument or other document shall be conclusive evidence of the exercise by such Authorized Officer of the discretionary authority conferred in these resolutions;

FURTHER RESOLVED, that each of the Authorized Officers is hereby authorized, empowered and directed, in the name and on behalf of the Company, to take or cause to be taken all such further actions and deeds and to deliver or cause to be delivered all such further contracts, agreements, bids, commitments, certificates, instruments and other documents as in their judgment shall be necessary, appropriate or convenient to carry into effect the purposes of the Company; and

FURTHER RESOLVED, that any and all actions, whether previously or subsequently taken, by any Authorized Officer, which are consistent with the intent and purposes of the foregoing resolutions hereby are, in all respects, ratified, approved, adopted and confirmed.

Miscellaneous

RESOLVED, that: (i) this Action may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same action; (ii) a manual signature of this Action, an image of which shall have been transmitted electronically (including e-mail delivery of a .pdf or scan of a signature), or an electronic signature (such as DocuSign), will

constitute an original signature for all purposes; and (iii) the delivery of copies of this Action, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Action for all purposes.

IN WITNESS WHEREOF, the undersigned, being the sole member and the manager of the Company, hereby indicate their approval of and consent to the foregoing action and resolutions effective as of the date first written above.

SOLE MEMBER:

SCA Acquisitions, LLC a Delaware
limited liability company

DocuSigned by:
Jonathan Sisler
By: 0C86031F072B48E.....
JONATHAN SISLER, CEO

MANAGER:

DocuSigned by:
Jonathan Sisler
By: 0C86031F072B48E.....
JONATHAN SISLER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 203 N La Salle St Ste 2000 Chicago IL 60601	CONTACT NAME: CSU Chicago PHONE (A/C, No, Ext): 312-922-5000 E-MAIL ADDRESS: CSUchicago@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED SWEECOR-01 Sweeping Corporation of America, LLC 4141 Rockside Road, Suite 100 Seven Hills OH 44131	INSURER A : Hartford Fire Insurance Company	NAIC # 19682
	INSURER B : Navigators Specialty Insurance Company	36056
	INSURER C : Safety National Casualty Corporation	15105
	INSURER D : Crum & Forster Specialty Insurance Company	44520
	INSURER E : Endurance American Specialty Insurance Company	41718
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1998411114 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GL6676535	6/1/2025	6/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA6676536	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			SEO-139603 EXT30089176500	6/1/2025 6/1/2025	6/1/2026 6/1/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4068227	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C B	Leased & Rented Equipment Stop Gap Liability - OH Pollution Liab			83 MS AG3307 K3 LDS4068227 CH25ECPZ01ECGIC	6/1/2025 6/1/2025 6/1/2025	6/1/2026 6/1/2026 6/1/2026	Limit: \$300,000 Limit: \$1,000,000 Each Incident Limit: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cyber Liability: Fortegra Specialty Insurance Company; NAIC# 16823; Policy# C-4LS3-091538-CYBER-2025; Eff: 6/1/2025 to 6/1/2026; Limit: \$1,000,000.

Crime: Axis Insurance Company; NAIC#37273; Policy# P-001-001645491-01; Eff 6/1/2025 to 6/1/2026; Limit: \$1,000,000.

Re: Municipal Sweeping Services

City of Spring Hill, Tennessee is an Additional Insured when required by written contract or agreement on the General Liability policy subject to terms, conditions and exclusions. 30-Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Spring Hill, Tennessee
 199 Town Center Parkway
 P.O. Box 789
 Spring Hill TN 37174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



422,726

SWEEPING CORPORATION OF AMERICA, LLC

ID NUMBER 39291
LIC STATUS ACTIVE
EXPIRATION DATE January 31, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

SWEEPING CORPORATION OF AMERICA, LLC
4141 ROCKSIDE ROAD, SUITE 100
SEVEN HILLS, OH 44131

State of Tennessee

14504070

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
SWEEPING CORPORATION OF AMERICA, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 39291
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2027
\$750,000.00; MU-A; S-Sewer/Storm W



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Tre Hargett
Secretary of State

KATY BEYERLE
411 ROCKSIDE ROAD, STE 100
SEVEN HILLS, OH 44131, USA

10/10/2025

Request Type: Certificate of Existence/Authorization

Issuance Date: 10/10/2025

Request #: C2025088180

Document Receipt

Order Number: C2025088180

Verification #: 9F1A3E85

Receipt #: 2025-706209

Filing Fee: \$20.00

Payment: Credit Card - 3907515285

\$20.00

Entity Name: SWEEPING CORPORATION OF AMERICA, LLC

SOS Control #: 000201336

Initial Filing Date: 03/22/1988

Entity Type: Limited Liability Company (LLC)

Formation Locale: TENNESSEE

Status: Active

Duration Term: Perpetual

Fiscal Year Close: December

Annual Report Due: 04/01/2026

Business County: (No County on Record)

Managed By: Director Managed

Obligated Member Entity: No

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

SWEEPING CORPORATION OF AMERICA, LLC

- * is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Verification #: 9F1A3E85



Sweeping Corporation of America, LLC

(a wholly owned subsidiary of SCA Acquisitions, LLC)

Consolidated Financial Report

December 31, 2024



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Independent Auditor's Report

To the Board of Directors
Sweeping Corporation of America, LLC

Opinion

We have audited the consolidated financial statements of Sweeping Corporation of America, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2024 and the related consolidated statements of operations, member's equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

To the Board of Directors
Sweeping Corporation of America, LLC



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In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Plante & Moran, PLLC

March 14, 2025



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Sweeping Corporation of America, LLC

Consolidated Balance Sheet

December 31, 2024

Assets		
Current Assets		
Accounts receivable - Net		\$ 7,278,575
Prepaid expenses and other current assets		1,475,952
		<hr/>
Total current assets		8,754,527
Property and Equipment - Net		26,349,083
Right-of-use Operating Lease Assets - Net		8,210,340
Finance Lease Assets - Net		105,140
Intangible Assets - Net		7,032,573
Other Assets		
Collateral deposits		1,547,171
Other		210,277
		<hr/>
Total other assets		1,757,448
		<hr/>
Total assets		\$ 52,209,111
		<hr/> <hr/>
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable		\$ 1,901,602
Current portion of lease liabilities - Operating		1,944,417
Current portion of lease liabilities - Finance		77,457
Current portion of other financing arrangements		3,083,027
Accrued and other current liabilities:		
Accrued compensation		470,809
Other accrued liabilities		231,571
		<hr/>
Total current liabilities		7,708,883
Other Financing Arrangements - Net of current portion		2,264,629
Related Party Payable		13,821,987
Lease Liabilities - Operating - Net of current portion		6,491,426
Lease Liabilities - Finance - Net of current portion		19,546
		<hr/>
Total liabilities		30,306,471
Member's Equity		21,902,640
		<hr/>
Total liabilities and member's equity		\$ 52,209,111
		<hr/> <hr/>



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Sweeping Corporation of America, LLC

Consolidated Statement of Operations

Year Ended December 31, 2024

Net Sales	\$ 59,869,102
Cost of Sales	<u>41,712,688</u>
Gross Profit	18,156,414
Operating Expenses	
Depreciation and amortization	8,645,426
General and administrative expenses	<u>19,859,271</u>
Total operating expenses	<u>28,504,697</u>
Operating Loss	(10,348,283)
Nonoperating Expenses - Parent allocation of interest expense	<u>(7,196,453)</u>
Consolidated Net Loss	<u><u>\$ (17,544,736)</u></u>



Consolidated Statement of Member's Equity

Year Ended December 31, 2024

	<u>Member's Capital</u>	<u>Accumulated Deficit</u>	<u>Total</u>
Balance - January 1, 2024	\$ 144,466,114	\$ (105,018,738)	\$ 39,447,376
Consolidated net loss	-	(17,544,736)	(17,544,736)
Balance - December 31, 2024	<u>\$ 144,466,114</u>	<u>\$ (122,563,474)</u>	<u>\$ 21,902,640</u>



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Sweeping Corporation of America, LLC

Consolidated Statement of Cash Flows

Year Ended December 31, 2024

Cash Flows from Operating Activities

Net loss	\$ (17,544,736)
Adjustments to reconcile net loss to net cash and cash equivalents from operating activities:	
Depreciation and amortization	8,645,426
Loss on disposal of property and equipment	2,756,756
Noncash lease expense	63,004
Noncash interest allocation expense	7,196,453
Amortization of finance leases	76,690
Changes in operating assets and liabilities that provided (used) cash and cash equivalents:	
Accounts receivable	566,050
Prepaid expenses and other assets	(753,988)
Accounts payable	1,186,505
Other accrued liabilities	(383,760)
Net cash and cash equivalents provided by operating activities	<u>1,808,400</u>

Cash Flows from Investing Activities

Purchase of property and equipment	(9,191,996)
Proceeds from disposition of property and equipment	234,730
Payments of seller holdback	(125,000)
Net cash and cash equivalents used in investing activities	<u>(9,082,266)</u>

Cash Flows from Financing Activities

Net proceeds from related parties	6,625,534
Payments on finance lease obligations	(76,332)
Proceeds from financing obligations	3,158,413
Payments on financing obligations	(2,433,749)
Net cash and cash equivalents provided by financing activities	<u>7,273,866</u>

Net Change in Cash and Cash Equivalents

Cash and Cash Equivalents - Beginning of year

Cash and Cash Equivalents - End of year

Significant Noncash Transactions - Execution of operating and finance leases

-
-
<u>\$ -</u>
\$ 1,368,107



Notes to Consolidated Financial Statements

December 31, 2024

Note 1 - Nature of Business

Sweeping Corporation of America, LLC (the "Company") is a wholly owned subsidiary of SCA Acquisitions, LLC; Sweep Purchaser, LLC; Sweep Midco, LLC; and Sweep Topco, LLC (collectively, the "Parent"). The consolidated financial statements of the Company include the financial statements of Sweeping Corporation of America, LLC; Waste Partners Environmental, LLC; and Clean Sweep, LLC. The combined operations of the Company and the Parent represent one of the largest power sweeping companies in the United States, performing parking lot, street, highway, construction, industrial, and special events power sweeping, as well as jet-vac services for private and governmental entities. The Company has locations in Alabama, Tennessee, Georgia, North Carolina, Louisiana, Mississippi, and Texas.

Note 2 - Significant Accounting Policies

Basis of Presentation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany accounts and transactions between the Company and its subsidiaries have been eliminated in the accompanying consolidated financial statements.

The Company operates and reports as a part of the Parent and not as a stand-alone company. Financial statements representing the historical operations of the Company's business have been derived from the Parent's historical accounting records and are presented on a carve-out basis. All revenue and costs, as well as assets and liabilities, directly associated with the business activity of the Company are included in the financial statements. The consolidated financial statements also include allocations of certain general and administrative expenses and other nonoperating expenses from the Parent. However, amounts recognized by the Company are not necessarily representative of the amounts that would have been reflected in the consolidated financial statements had the Company operated independently of the Parent. Related party allocations are discussed in Note 8.

Financial transactions between the Company and the Parent are accounted for as related party receivables and payables and are presented on a net basis.

In preparing these financial statements, management has assessed the ability of the Company to continue as a going concern for a period of at least one year subsequent to the financial statement date. This assessment included consideration of known and expected qualitative and quantitative factors that could impact the Company's financial position, results from operations, and cash flows. Management considered the Company's position within its larger consolidated parent, which operates the same business model across other geographies. In addition to the Company's operational and financial performance, the Company's Parent secured a new financing arrangement in 2024, to which the Company is party, that will benefit the Company with support for ongoing operations and new capital investments. Based on management's assessment of relevant qualitative and quantitative factors, and the impact to the Company's financial position, results of operations, and cash flows, management has determined there is not considerable doubt about the Company's ability to continue as a going concern for a period of no less than one year from the date of these financial statements and that the Company will be able to meet its obligations as they come due.

Cash and Cash Equivalents

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. Management believes the Company is not exposed to any significant credit risk related to cash. The Company considers all investments with an original maturity of three months or less when purchased to be cash equivalents.



Notes to Consolidated Financial Statements

December 31, 2024

Note 2 - Significant Accounting Policies (Continued)

Accounts Receivable

Trade accounts receivable are presented in the consolidated balance sheet at the invoice amount, net of an allowance for credit losses. An allowance for credit losses is established on an aggregate basis. The allowance is computed using historical loss rate factors applied to unpaid accounts stratified by the number of days payment is delinquent. Unpaid invoice amounts are considered delinquent after a 30-day grace period following each invoice's due date. Loss rate factors are based on historical loss experience and adjusted for economic conditions and other trends affecting the Company's ability to collect outstanding amounts. Uncollectible amounts are written off against the allowance for credit losses accounts in the period they are determined to be uncollectible.

Property and Equipment

Property and equipment acquired through business combinations are recorded at fair value on the date of acquisition. All other property and equipment are recorded at cost. The straight-line method is used for computing depreciation. Assets are depreciated over their estimated useful lives. The cost of leasehold improvements is depreciated (amortized) over the lesser of the length of the related leases or the estimated useful lives of the assets. Costs of maintenance and repairs are charged to expense when incurred.

Intangible Assets

Acquired intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable. There were no impairment charges recognized during 2024.

Revenue Recognition

The Company serves industrial and governmental entities with high-quality power sweeping for parking lots, streets, and highways, in addition to jet-vac services. Customers are located throughout the southern United States, specifically, Alabama, Tennessee, Georgia, North Carolina, Louisiana, Mississippi, and Texas. Based on dollar amounts of revenue, services are approximately equally provided to industrial and governmental entities. Contracts vary in length from short term (i.e., less than or equal to one year in duration) to long term (i.e., more than one year in duration). The Company's revenue is cyclical with the weather in the markets served and increases between April and October.

During the year ended December 31, 2024, the Company recognized revenue from contracts with customers of approximately \$59,900,000, a majority of which was derived from sweeping services. For the year ended December 31, 2024, the beginning and ending balances of the Company's receivables from contracts with customers were approximately \$7,800,000 and \$7,300,000, respectively. The contract asset balance as of December 31, 2024 was \$920,000, which is recorded in prepaid expenses and other current assets. Contract assets were not significant as of January 1, 2024.

Timing of Satisfaction

The Company's contracts typically have one performance obligation, which is the service the Company is providing to the customer, whether that be sweeping or jet-vac services. The Company typically satisfies its performance obligation as each service is completed and recognizes revenue over time.

Determining the Transaction Price

The transaction price of a contract is the amount of consideration to which the Company expects to be entitled in exchange for transferring promised services to a customer. Transaction prices do not include amounts collected on behalf of third parties (e.g., sales taxes).



Notes to Consolidated Financial Statements

December 31, 2024

Note 2 - Significant Accounting Policies (Continued)

To determine the transaction price of a contract, the Company considers its customary business practices and the terms of the contract. For the purpose of determining transaction prices, the Company assumes that the services will be transferred to the customer as promised in accordance with existing contracts and that the contracts will not be canceled, renewed, or modified.

The Company's contracts with customers have fixed transaction prices based upon various units of measurement (i.e., per mile, per sweep, etc.) or time (i.e., per hour, per month, etc.) and are denominated in U.S. dollars and payable in cash.

Significant Payment Terms

Payment for services performed by the Company is typically due within 30 to 60 days from the invoice date. Invoices for services performed are typically sent to customers on a monthly basis or as specified in the contracts.

Nature of Promises to Transfer

Services that the Company contracts to transfer to customers are performed by the Company. In no case does the Company act as an agent (i.e., the Company does not provide a service of arranging for another party to transfer services to the customer).

Warranties

The Company does not generally provide a warranty regarding services performed.

Leases

The Company has operating leases primarily for building leases. The Company recognizes expense for operating leases on a straight-line basis over the lease term. The Company made a policy election not to separate lease and nonlease components. Therefore, all payments are included in the calculation of the right-of-use asset and lease liability.

The Company leases certain vehicles under long-term lease agreements that are classified as finance leases. The present values of the lease payments have been capitalized and are being amortized over the useful lives of the assets.

The Company elected to use the risk-free rate as the discount rate for calculating the right-of-use asset and lease liability in place of the incremental borrowing rate for all leases.

Income Taxes

Sweeping Corporation of America, LLC is a single-member LLC that is fully owned by a corporation. The Parent accounts for the income taxes under an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Parent's consolidated financial statements or tax returns. In accordance with ASU No. 2019-12, *Simplifying the Accounting for Income Taxes*, the Parent is not required to allocate the income tax provision to this legal entity, as it is not subject to tax. As such, no provision for income taxes has been recorded in the Company's financial statements.

Retirement Plan

The Parent sponsors a 401(k) profit-sharing plan covering substantially all employees of the Company. Matching contributions charged as expense during 2024 were insignificant.



Notes to Consolidated Financial Statements

December 31, 2024

Note 2 - Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The consolidated financial statements and related disclosures include evaluation of events up through and including March 14, 2025, which is the date the consolidated financial statements were available to be issued.

Note 3 - Accounts Receivable

The following is the detail of accounts receivable:

Trade	\$ 8,088,416
Allowance for credit losses	<u>(809,841)</u>
Net accounts receivable	<u>\$ 7,278,575</u>

The activity in the allowance for credit losses is as follows:

Balance - January 1, 2024	\$ 2,135,596
Deductions/Write-offs	<u>(1,325,755)</u>
Balance - December 31, 2024	<u>\$ 809,841</u>

Note 4 - Property and Equipment

Property and equipment at December 31, 2024 are summarized as follows:

	<u>Amount</u>	<u>Depreciable Life - Years</u>
Machinery and equipment	\$ 2,680,998	1-15
Transportation equipment	45,492,313	1-10
Furniture and fixtures	33,251	1-10
Computer equipment and software	251,813	3-5
Leasehold improvements	<u>958,322</u>	Term of lease
Total cost	49,416,697	
Accumulated depreciation	<u>23,067,614</u>	
Net property and equipment	<u>\$ 26,349,083</u>	

Depreciation expense for 2024 was approximately \$7,627,000.



Notes to Consolidated Financial Statements

December 31, 2024

Note 5 - Acquired Intangible Assets

Intangible assets at December 31, 2024 are summarized as follows:

	Gross Carrying Amount	Accumulated Amortization	Useful Life - Years
Amortized intangible assets:			
Restrictive covenants	\$ 217,000	\$ 138,266	5
Trademarks and trade names	1,850,000	1,167,299	4
Customer contracts	7,961,000	1,689,862	15
Total amortized intangible assets	<u>\$ 10,028,000</u>	<u>\$ 2,995,427</u>	

Amortization expense for intangible assets totaled approximately \$1,018,000 for the year ended December 31, 2024.

Estimated amortization expense for the years ending December 31 is as follows:

Years Ending	Amount
2025	\$ 958,607
2026	868,228
2027	534,800
2028	533,400
2029	533,400
Thereafter	<u>3,604,138</u>
Total	<u>\$ 7,032,573</u>

Note 6 - Leases

The Company is obligated under operating leases primarily for facilities, expiring at various dates through May 2035. The right-of-use asset and related lease liability have been calculated using discount rates ranging from 0.97 percent to 4.88 percent. The leases require the Company to pay taxes, insurance, utilities, and maintenance costs.

The Company leases vehicles under lease arrangements that are classified as finance leases. Under the terms of the lease agreements, payments of \$3,200 are due monthly through May 2026. The right-of-use asset and related lease liability have been calculated using a discount rate of 1.5 percent.

Expenses recognized under these leases for the year ended December 31, 2024 consist of the following:

Lease cost:	
Finance lease cost	\$ 76,689
Operating lease cost	1,925,813
Short-term lease cost	<u>29,204</u>
Total lease cost	<u>\$ 2,031,706</u>
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from finance leases	\$ 357
Operating cash flows from operating leases	1,976,175
Financing cash flows from finance leases	76,332
Weighted-average remaining lease term (years) - Finance leases	1.37
Weighted-average remaining lease term (years) - Operating leases	5.18
Weighted-average discount rate - Finance leases	1.5 %
Weighted-average discount rate - Operating leases	2.0 %



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Sweeping Corporation of America, LLC

Notes to Consolidated Financial Statements

December 31, 2024

Note 6 - Leases (Continued)

The future minimum lease payments under operating and finance leases are approximately as follows:

Years Ending December 31	Operating Leases	Finance Leases	Total Payments
2025	\$ 1,944,000	\$ 77,500	\$ 2,021,500
2026	1,937,000	20,000	1,957,000
2027	1,631,000	-	1,631,000
2028	1,202,000	-	1,202,000
2029	1,123,000	-	1,123,000
Thereafter	921,000	-	921,000
Total	8,758,000	97,500	8,855,500
Less amount representing interest	322,000	500	322,500
Present value of net minimum lease payments	8,436,000	97,000	8,533,000
Less current obligations	1,944,000	77,500	2,021,500
Long-term obligations under leases	<u>\$ 6,492,000</u>	<u>\$ 19,500</u>	<u>\$ 6,511,500</u>

Note 7 - Other Financing Arrangements

During 2024 and 2023, the Company and the Parent entered into financing arrangements with third-party lenders. The Company sold assets to these lenders under sale-leaseback arrangements. Since these transactions do not meet the criteria for sale-leaseback accounting treatment, they are presented as other financing arrangements in the accompanying consolidated balance sheet. These financing transactions contain monthly payment terms ranging from approximately \$34,500 to \$171,000. Payments are recorded as principal and interest based on an implicit rate ranging from 7.76 percent to 10.55 percent. Some of the agreements required the Company to pay the last 12 scheduled payments in advance. These amounts were withheld from the proceeds of the obligations and recorded as collateral deposits in noncurrent assets on the accompanying consolidated balance sheet.

The balance of the above debt matures as follows:

Years Ending	Amount
2025	\$ 3,083,027
2026	1,189,547
2027	1,075,082
Total	<u>\$ 5,347,656</u>



Notes to Consolidated Financial Statements

December 31, 2024

Note 8 - Related Party Transactions

The following is a description of transactions between the Company and related parties:

Related Party Payables

At December 31, 2024, the Company had accounts payable to the Parent totaling \$32,046,000 and accounts receivable from entities within the Parent totaling approximately \$18,224,000. Balances are presented on a net basis at December 31, 2024, as the payables and receivables are related to the Parent's cash management and financing strategies. This balance has been classified as noncurrent, as the Parent does not intend to require repayment within the next year.

Loss Contingencies

Under the terms of the Parent's financing arrangements, each of the subsidiaries functions as a guarantor and provides the subsidiary assets as collateral. The debt at the Parent consists of outstanding term loans totaling approximately \$469,500,000 at December 31, 2024.

Parent Allocation of Expenses

For the year ended December 31, 2024, the Company recorded allocations of parent company expenses totaling approximately \$17,015,000. Of these amounts, approximately \$9,819,000 related to general and administrative expenses and has been classified as such in the consolidated statement of operations. The remaining amount of approximately \$7,196,000 represents an allocation of interest expense incurred on the parent company debt. This amount has been classified as nonoperating expenses in the consolidated statement of operations.

Note 9 - Member's Equity

At December 31, 2024, there were 1,000 units authorized, issued, and outstanding.

Note 10 - Contingencies

The Company is named party to lawsuits and legal proceedings in the normal course of business. In the opinion of management, the resolution of these matters will not have a material adverse effect on the Company's financial position or results of operations.

CITY OF SPRING HILL, TENNESSEE
CONTRACT DOCUMENTS & SPECIFICATIONS
FOR
MUNICIPAL STREET SWEEPING



September 23, 2025

REQUEST FOR PROPOSALS
For Municipal Street Sweeping
City of Spring Hill, Tennessee

Sealed Proposals will be received by the City of Spring Hill, Tennessee, for Municipal Street Sweeping at City Hall, 199 Town Center Parkway (**for hand delivery or courier service**), P.O. Box 789 (**for regular mail service**) Spring Hill, Tennessee 37174, on or before Thursday, October 23, 2025 at 2:00 p.m. The envelope containing the proposal must be sealed and plainly marked "Proposal for Municipal Street Sweeping".

Proposals must be made on the Proposal Forms and in accordance with Instructions to Proposals furnished by the City of Spring Hill.

The defined terms appearing in the General Specifications apply to all Contract Documents.

The City reserves the right to reject any or all Proposals regarding the street sweeping services, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

INSTRUCTIONS TO PROPOSALSS
MUNICIPAL STREET SWEEPING

1. RECEIPT AND OPENING OF PROPOSALS

The City of Spring Hill invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at City Hall until 2:00 p.m. on October 23, 2025, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to Kyle Therriault, Purchasing Agent, 199 Town Center Parkway (***for hand delivery or courier service***), P.O. Box 789 (***for regular mail service***) Spring Hill, Tennessee 37174 and plainly marked "Proposal for Municipal Street Sweeping".

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of Proposals and must be signed by the Proposals.

If a unit price or a lump sum already entered by the Proposals on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum Proposal entered above or below it, and initialed by the Proposals in ink.

Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the Proposals, its address, and plainly marked "Proposal for Municipal Street Sweeping". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. AWARD OF THE PROPOSAL

The Proposal shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Proposals.

The Proposals to whom the Proposal shall have been awarded will be required to execute 3 copies of the Contract on the form attached. In case of the Proposal's refusal or failure to do so within ten (10) days after its receipt of formal notice of award, Proposals will be considered to have abandoned all rights and interests in the award and the award may then be made to the next best qualified Proposals or the work re-advertised for Proposals as the City may elect.

4. CONDITIONS

Each Proposals shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the Proposal. Proposals shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Proposals to receive or examine any form, instrument, addendum or other document shall in no way relieve it of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Proposals.

5. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proposals shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proposals. Every request for such explanation shall be in writing (email) addressed to April Goad, Recorder at agoad@springhilltn.org. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Proposals prior to date of receipt of Proposals shall become a part of the Proposal Documents.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Proposals, not later than five (5) days prior to the date fixed for the opening of Proposals.

6. NAME, ADDRESS, AND LEGAL STATUS OF THE PROPOSALS

The Proposal must be properly signed in ink and the address of the Proposals given. The legal status of the Proposals whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Proposals shall give full names of all partners. Partnership and individual Proposals will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proposals, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Proposals is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

7. COMPETENCY OF PROPOSALS

The opening and reading of the Proposal shall not be construed as an acceptance of the Proposals as a qualified, responsible Proposals. The City reserves the right to determine the competence and responsibility of a Proposals from its knowledge of the Proposal's qualifications or from other sources.

The City shall require submission with the Proposal of the following supporting data regarding the qualifications of the Proposals in order to determine whether it is a qualified, responsible Proposals. The Proposals will be required to furnish the following information:

(a) A copy of the latest available certified financial statement of the Proposals (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by independent certified public accountants.

(b) Evidence that the Proposals is in good standing under the laws of the State of Tennessee, and, in the case of corporations organized under the laws of any other State, evidence that the Proposals is licensed to do business and in good standing under the laws of the State of Tennessee or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Proposals in order to determine whether he is a qualified responsible Proposals, the Proposals may be required to furnish any or all of the following information sworn to under oath:

(a) Evidence that the Proposals is capable of commencing performance as required in the Proposal Documents.

(b) Such additional information as will satisfy the City that the Proposals is adequately prepared to fulfill the Contract.

The Proposals may satisfy any or all of the experience and qualification requirements by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

8. DISQUALIFICATION OF PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposals and the rejection if it's Proposal:

(a) Evidence of collusion among Proposals.

(b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.

(c) Default on a previous municipal Proposal for failure to perform.

9. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

10. TITLE VI POLICY

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all Proposals, to waive technicalities or informalities and to accept any Proposal deemed in the best interest of the City of Spring Hill.

“Please note that any and all documents submitted to the City of Spring Hill that are associated with this project are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.”

Compliance with Public Chapter 775-TCA, Title 12, Chapter 4, Part 1

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor can not be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

General Specifications
Municipal Street Sweeping

1. The streets are to be swept quarterly, except when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. The climatic conditions include, but are not limited to heavy rain, fog, snow, ice, sleet, and high winds.

The Contractor will clean an area at least seven-feet (7') wide (actual width of sweeper vehicle when both side brooms are extended) from the curb, barrier, or paved shoulder edge.

The total number of miles to be swept quarterly is 291.258 miles, at date of RFP. Miles may change when new roads are added (see General Specifications #8.)

Duplex Rd, Beechcroft Rd and private roads are not to be swept.

These streets are to be swept using truck mounted sweeping equipment with a factory installed dust suppression system, Tymco 600 or equal.

2. The Contractor shall provide the City with a Street Cleaning Schedule (route list) for all scheduled cleaning. The street cleaning schedule shall be submitted to the Public Works Assistant Director (Chris Dugan) for prior approval. This schedule shall include:
 - a. A list of the Contractor's proposed cleaning routes for a completed quarterly cycle of cleaning with identification of all streets to be cleaned on each route in sequence and divided by day of week.
 - b. The mileage for each street on each route must be identified on the contractor's daily route sheets that are emailed to the City daily after each shift is complete.
3. All cleaning operations shall be performed between the daytime hours of 0730 and 1800 hours (7:30 a.m. and 6:00 p.m.) Monday through Friday Main thoroughfares are to be avoided during periods of rush hour traffic conditions.
4. Each day, the Contractor shall email completed route sheets or daily reports to the Public Works Assistant Director Chris Dugan. These route sheets should include the date, name of street swept, and number of right-hand or left-hand curb miles swept for each street. Routes will be inspected by City personnel.
5. From time to time, the City may call upon the Contractor to respond to "on-call emergency sweeping." The Contractor must respond to emergencies within three (3) hours from the time of notification. On-call emergency sweeping may

- be requested by the City for streets other than those scheduled and for areas other than streets. On-call emergency sweeping will be performed at the hourly rate quoted on the Proposal Form not including waste disposal. If a minimum number of hours apply to on-call non-emergency sweeping, the Contractor shall indicate the number of minimum billable hours on the Proposal Form. Waste disposal for on-call services will not be the responsibility of the Contractor.
6. From time to time the City may call upon the Contractor to respond to “on-call non-emergency sweeping”. The Contract must respond to on-call, non-emergencies within 24 hours notice by the City. On-call non-emergency sweeping will be performed at the hourly rate quoted in the Proposal Form including waste disposal. On-call non-emergency street sweeping may include preparation for or clean-up from special events and may include streets other than those scheduled and for areas other than streets. If a minimum number of hours apply to on-call non-emergency sweeping, the Contractor shall indicate the number of minimum billable hours on the Proposal Form. Waste disposal for on-call non-emergency services will not be the responsibility of the Contractor.
 7. The Contractor must maintain and provide the City with a list of 24-hour emergency contact names and numbers.
 8. In contemplation of the building or annexing or new roadways, the City reserves the right to add or to subtract from number of curb mileage of streets to be swept quarterly under this Contract. Additional curb miles will be charged at the current per curb mile rate quoted on the Proposal Form.
 9. The Contractor will equip all street sweeping vehicles (or personnel) and support vehicles (or personnel) with two way communications designed for commercial use. Citizen ban radios are unacceptable. Cell phones are acceptable.
 10. Contractor’s service is based on removal of a regular day-to-day build up of material and debris. Unusual, excessive or extraordinary dirt, debris or materials shall be removed by the Contractor based on the on-call non-emergency hourly rate stated on the Proposal Form with prior authorization from the City for removal. Unusual, excessive or extraordinary conditions include: leaves deeper than one-half of the curb face height; construction debris or material; a larger amount of debris or material resulting from a storm, high winds, lightening, flooding or hurricane; and unknown material spillage, etc. Upon mutual agreement, these items may be cleaned up at the hourly rate and the contractor is not responsible for disposal.

11. The Contractor shall provide all equipment to perform the work proposed or as directed by the City including but not limited to street sweepers, dump trucks, debris transfer vehicles, pick-up trucks, service trucks, tire trucks and/or other items of equipment necessary to provide cleaning services as described. All Contractors equipment must meet minimum safety standards as prescribed by the State of Tennessee Department of Transportation (T.D.O.T.) including but not limited to strobe lights, arrow board, and if applicable. All applicable Federal, State, County, Municipal laws and ordinances relating to the hauling, and handling of debris shall be complied with by the Contractor. At no time shall sweeping be performed against the flow of traffic.
12. The City reserves the right to inspect all vehicles upon request for safety requirements and to reject any vehicles due to safety hazards or unacceptable performance quality of use in municipal street sweeping.
13. The Contractor must commence this Contract with one (1) current year model street sweeper or one (1) like new street sweeper no more than one (1) year old at the start of the contract which is dedicated to performing the scope of work outlined. Parking lot equipment will not be acceptable for street sweeping. Equipment used for sweeping shall be regenerative air vacuum equal to a Tymco 600 or equal and capable of performing safe and effective cleaning work. Street sweeping equipment must be capable of cleaning an area at least seven feet (7') wide (actual width of sweeper vehicle when both side brooms are extended). All sweepers shall have a factory-installed dust suppression system. All sweeping equipment shall comply with the existing, state, federal, county and municipal laws. During the potential six (6) years duration of this Contract, the Contractor will provide primary service with a street sweeper no older than (6) years. The Contractor must have available one (1) reserve sweeper of the same size as specified above or larger capacity during execution of this contract.
14. The Contractor shall provide with the Proposal Form an itemized list of equipment available for use in fulfillment of the Contract.
15. The Contractor shall provide all personnel to perform the work proposed or as directed by the City and shall be responsible for the availability, presence, and supervision of employee(s). All operators for the Contractor must possess a valid state of Tennessee commercial drivers license (CDL), pass a pre-hire drug and alcohol screen, and be subject to random drug and alcohol testing.

The City shall dispose of all collected debris and shall provide any needed temporary dumpsite or staging facility. The City shall provide water for the sweepers dust suppression system and provide water for the sweeper's daily

- wash out. The Contractor must provide equipment, insurance, labor, fuel, and any other material necessary to complete the required work. The Contractor shall be responsible for the insurance, City permits, labor, equipment maintenance costs and repair of equipment and other expenses. The City is responsible for all disposal fees associated with this municipal street sweeping contract.
16. All debris collected under this contract will be disposed of by the City. The contractor will dump the collected debris at the Public Works yard for the City to transport to the disposal site. The City will provide a parking area for the Contractors sweeper and allow 24/7 access to the contractor. The City will allow the contractor to utilize the City's sweeper wash out area.
 17. All Proposals must furnish satisfactory evidence to the City that they have been in continuous existence for the past five (5) years or more and that the Proposals has successfully operated a commercial street sweeping operation for a continuous period five (5) years or more which will ensure their being able to maintain operations. The Contractor shall provide with this Proposal document a current list of references for municipal contracts which shall include name, address, telephone number and contact person. Reference list must include at least five (5) municipal clients the same size or greater in size than this contract.
 18. The Contractor will provide on-site supervision to check work progress and to follow up on any complaints.
 19. The Contractor shall provide with this Proposal document evidence that Contractor currently and continuously operates a shop facility with at least one full-time mechanic and an office with receptionist of answering service from 8:00 a.m. to 5:00 p.m. Monday through Friday. The contractor must provide a list of operational facilities that will be involved in the supervision of personnel and maintenance of equipment.
 20. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that should such claim, damage, loss or expense:
 - a. Is attributable to the bodily injury, sickness, disease or death, of the injury to our description of tangible property, including the loss of use resulting there from, and
 - b. Is caused in whole or in part by any negligent act or omission of the Contractor, and sub-contractor, anyone directly or indirectly employed by

any of them, or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right of obligation of indemnity which should otherwise exist as to any party or person described in this section.

21. The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City. All Contractors must have a General Contractor's license for the state of Tennessee. A copy of the license must be included with the Proposal Form or Proposal will be rejected.
22. The Contract shall be for a one (1) year period beginning upon the execution of this Contract. The City and the Contractor, by mutual agreement, may renew this Contract for two additional one (1) year periods under the same conditions and terms of this Contract, provided that no default exists at such time. A performance bond in the amount of one year will be submitted prior to the start of the contract and thereafter upon each renewal.
23. At the end of each contract year, the unit prices of the Contract may be amended to reflect any change (whether increase or decrease in the United States Department of Labor, Bureau of Labor Statistics, the "Consumer Price Index for All Urban Consumers – South Urban Region. The Final Index for calendar year ending December 2018 will be the base.
24. The City at its option prior to a renewal may give written notice to the Contractor, sixty (60) days prior to the termination date, to continue the contract on a month-to-month basis, for a period not to exceed six (6) months. During the continuation period, the city may request competitive proposals for a new contract.
25. The City shall reserve the right to terminate this service contract if funds become unavailable to fund this contract for any reason. The City may also reserve the right to change frequency and areas to be serviced based on available funding.
26. The City shall reserve the right to terminate the service contract if the contractor is unwilling or unable to fulfill the routine quarterly, on call non-emergency, or emergency sweeping requirements requested by the City provided for within this contract.
27. The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability, and Property Damage Insurance, including general liability coverage, with the City as an additional named insured. All insurance shall be by insurers for policy

limits acceptable to the City and before commencement of work here under the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

Certificates of Insurance, acceptable to the City, shall be filed with the City at the time the Contract between the City and the Contractor is executed. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled or reduced until at least thirty (30) days prior written notice has been given to the City. Any claims-made-policy- must be brought to the attention of the City immediately as well as any specific limitations, exclusions or self-insured retention's.

All insurance companies providing coverage herein, shall familiarize themselves with all of the conditions and provisions of the Contract, and shall waive the right of special notification of any change or modification of this Contract, and shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or any other act or acts by the City or its authorized employees or agents under the terms of this Contract.

Failure to so notify the aforesaid insurance companies or changes shall in no way relieve the insurance companies of their obligations under this Contract.

For the purpose of the Contract, the Contractor shall carry the flowing types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Coverage</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000 minimum
Comprehensive General Liability limit, each occurrence	\$1,000,000 Combined single \$2,000,000 Aggregate
Comprehensive Automobile Liability limit, each occurrence	\$1,000,000 Combined single
Excess Umbrella Liability (over Commercial Liability, Auto Liability and Coverage B of Worker's Compensation)	\$3,000,000 each occurrence \$6,000,000 each aggregate

To the extent permitted by law and to the extent accepted by the City, all or any part of any required insurance coverage's may be provided under a plan or plans of self-insurance.

Nothing contained in these insurance requirements is to be construed as limiting the Contractor's responsibilities for any and all damages resulting from its operations under the Contract.

28. The successful Proposals shall be able to furnish to the City a Performance Bond or irrevocable bank letter of credit for the faithful performance and obligations arising out of this Proposal in the amount equal to the 100% of the annual contract amount. Said Performance Bond shall be executed by a surety company that is satisfactory to the City. The bonding company shall be a duly authorized, corporate surety authorized to do business in the state of Tennessee. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney. A letter from the bonding company or bank shall be attached to the Proposal Form stating the contracting company can obtain said performance bond or letter of credit. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto. Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The bonding company will be responsible for Contractor's default should that occur for any reason.

Power of Attorney _ Attorney's-in-fact who signs performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

29. The Contractor shall invoice the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents. Billings should include a breakdown of the total number of curb miles by street name and the date the services were rendered. Billings total number of curb miles by street name and the date the services were rendered. Billings for call-out services should be billed by separate invoice and should include a breakdown of work performed, date performed, number of hours and any other pertinent supporting documentation.

30. No assignment of the Contract or any right or obligation accruing under this Contract shall be made in whole or in part by the Contractor without express written consent of the City.

31. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.



1-888-SWEEPING
SWEEPINGCORP.COM

Bond Number: SURU2210009806

ANNUAL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Sweeping Corporation of America, LLC, (hereinafter called the Principal), as Principal, and Ascot Surety & Casualty Company, duly organized under the laws of the State of Colorado, (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Spring Hill, TN, (hereinafter called the Obligee), in the sum of Fifty One Thousand Nine Hundred Twenty Four and 72/100 (\$51,924.72) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Obligee, for Municipal Street Sweeping, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

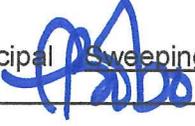
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from November 13, 2025, until November 12, 2026, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

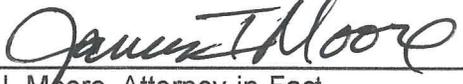
Signed and sealed this 13th day of November, 2025.

Principal Sweeping Corporation of America, LLC

By: 



Ascot Surety & Casualty Company

Surety
By: 

James I. Moore, Attorney-in-Fact



STATE OF ILLINOIS

COUNTY OF DUPAGE}

On NOV 13 2025, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Ascot Surety & Casualty Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

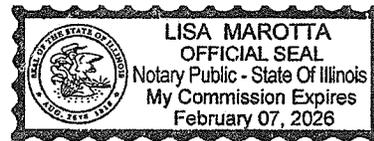
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275



Lisa Marotta, Notary Public





Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Kelly A. Gardner, Martin Moss, Amy Wickett and Stasha King

of Downers Grove, IL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 13th day of November, 2025 .

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary