

**ADDENDUM #2
TO THE
CONTRACTOR SERVICES AGREEMENT
GREEN WASTE DISPOSAL WITH
NSB RECYCLING, LLC
#19-ES-001**

By Agreement made and entered into this _____ day of _____, 2025, by and between the CITY OF EDGEWATER, FLORIDA (hereinafter referred to as "CITY"), 104 North Riverside Drive, Edgewater, FL 32132 and NSB RECYCLING, LLC, (hereinafter referred to as "CONTRACTOR"), 2932 W Park Ave., Edgewater, FL 32132

WITNESSETH

The CITY and CONTRACTOR mutually agree to amend that certain Agreement between the CITY and CONTRACTOR made and entered into on February 4, 2019 with the term expiration on February 3, 2024, on January 8, 2024, Addendum No.1 extending the expiration date to February 4, 2025. This Addendum No. 2 adds additional clauses required by FEMA, as follows:

- 1) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONTRACTOR agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The CONTRACTOR shall certify compliance.

- 2) **TERMINATION FOR CAUSE OR CONVENIENCE.** (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Edgewater shall determine that such termination is in the best interest of the City. (b) Termination, in whole or in part, shall be affected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the CONTRACTOR, and specifically setting forth the effective date of termination. (c) Upon receipt of such Notice, the CONTRACTOR shall: (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice; (ii) place no further orders with any sub-contractors except as may be necessary to perform that portion of this Contract not subject to the Notice; (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice; (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Edgewater; and (v) use best efforts to mitigate any damages which may be sustained by the CONTRACTOR as a consequence of termination under this clause. (d) After complying with the provisions of subparagraph (c), above, the CONTRACTOR shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director. (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget,

reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. (f) In the event that the parties cannot agree on the whole amount to be paid to the CONTRACTOR by reason of termination under this clause, the Finance Director shall pay the CONTRACTOR the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause: (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of: (1) the cost of work performed or supplies delivered; (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable. (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated. (g) In the event that the CONTRACTOR is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the CONTRACTOR may appeal any claim to the City Council in accordance with this paragraph concerning disputes.

IN WITNESS HEREOF the parties have made and executed this Addendum the day and year written above.

ATTEST:

CITY OF EDGEWATER, FLORIDA

Monique Toupin, Interim City Clerk

By: _____
Joe Mahoney, City Manager

Dated _____

WITNESSES:

NSB RECYLCING, LLC

Name: Jeanna Awtry
Title: Manager
Dated: 10/29/2025