

ADDENDUM TO THE REMOVAL OF ACCUMULATION OF GRIT & GREASE
FROM WATER POLLUTION CONTROL PLANT

CONTRACT #CLB010-2020

BETWEEN

THE CITY OF LONG BEACH

And

TULLY ENVIRONMENTAL, INC.

THIS ADDENDUM is adopted and applied to the Agreement between the City of Long Beach, New York (the "City"), and Tully Environmental, Inc. ("Contractor") (referred to collectively as the "Parties"), (the "Original Agreement"), under the authority of City Council Resolution No. 69/20 adopted on August 18, 2020.

WHEREAS, subject to the terms, permissions, responsibilities and obligations of the Original Agreement, the City and Contractor agree as follows:

1. Recitals: The foregoing preamble and "WHEREAS" clause, as well the exhibits referenced therein, if any, are hereby incorporated into and made a part of this Addendum.
2. Controlling Terms/Provisions: To the extent not addressed in this Addendum, all of the terms, provisions, permissions, responsibilities and obligations agreed to between the City and Contractor in the Original Agreement remain in full force and effect throughout the duration of this Addendum.
3. Extension: The Parties wish to extend the one year extension to the Original Agreement. The Parties agree to extend the term of the Original agreement for one additional year commencing on August 18, 2021 and expiring on August 17, 2022.

4. Termination. The City reserves the absolute right to terminate this Agreement at any time by service of written notice sent via certified mail to the Contractor's address, 127-50 Northern Boulevard, Flushing, NY 11368.

5. No Modification: This Addendum may not be changed, modified, or altered in any manner, unless in writing and upon mutual consent of the Parties.

6. No Sole Drafter: The Parties herein acknowledge that they have read this agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. In the event an ambiguity or a question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this agreement.

7. Counterparts: This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.


IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereto affixed the day and year first above written.

(Signature Page Below)

CITY OF LONG BEACH

By: 
Donna M. Gayden
City Manager

TULLY ENVIRONMENTAL, INC.

By: 
Name: Daniel T Scully
Title: Vice President

AGREEMENT

THIS AGREEMENT, made on the 27 day of July, 20__ by and between the City of Long Beach, 1 West Chester Street, Long Beach, New York 11561, herein called the OWNER, and Tully Environmental, Inc., having its principal offices at 127-50 Northern Boulevard, Flushing, NY 11368, hereinafter called the BIDDER/CONTRACTOR, is for all Product(s)/Services required for the CLB010-2020 Removal of Accumulation of Grit & Grease from Water Pollution Control Plant described hereinafter called the Product/Service.

NOW, THEREFORE, THE OWNER and CONTRACTOR for the consideration hereinafter set forth, agree as follows:


THE CONTRACTOR AGREES to supply and/or perform and complete in a workmanlike manner all Products, Services and/or Public Work required herein, in strict compliance with the Contract Documents, which are hereby made a part of this Agreement.

Work under this Agreement shall commence upon written Notice to Proceed and shall terminated expire upon payment of the amount(s) as heretofore stated in the bid/proposal, following delivery of the Product, completion of the Services, and/or performance of the work as heretofore stated in this Proposal satisfactory to the Town within the Contract time as heretofore stated in the Proposal.

THE OWNER AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the Contract amount as heretofore stated in this Proposal, as finally adjusted, if necessary, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF the parties have duly executed this Agreement in duplicate originals the date and year first above written.

CITY OF LONG BEACH



City Manager
City of Long Beach

Tully Environmental Inc.
INSERT NAME OF BIDDER/CONTRACTOR

Signature:


(L.S.)

Contractor

By: 

(L.S.)

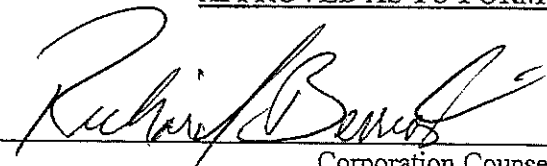
Name: Daniel T. Scully
Title: Vice President


ANGELA ACKERLY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AC6339437
Qualified in Suffolk County
Commission Expires March 28, 2024

(Corporate Seal)

• MANDATORY ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE •

APPROVED AS TO FORM:



Corporation Counsel

August 18, 2020

Item No. 3
Resolution No. 69/20

The following Resolution was moved by Mr. Delury
and seconded by Mr. Mandel :

Resolution Authorizing the City Manager to Enter into a
Contract for the Removal of Accumulations of Grit and Grease
from the Water Pollution Control Plant with the Lowest Responsible Bidder.

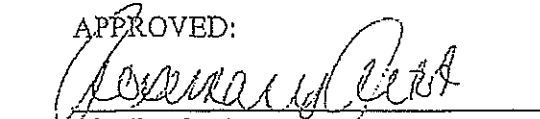
WHEREAS, after due advertisement therefore, three bids were received in the
Office of the City Purchasing Agent on Thursday, August 6, 2020 at 11:00 a.m. for the removal
of accumulations of grit and grease from the Water Pollution Control Plant on an "as needed"
basis; and

WHEREAS, Tully Environmental, Inc., 127-50 Northern Blvd., Flushing, New
York 11368 was the lowest responsible bidder as per specifications, for a cost of \$1,200 per pull
for a 6yd. container of grit and grease;

NOW, THEREFORE, be it

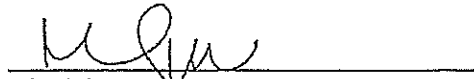
RESOLVED, by the City Council of the City of Long Beach, New York that the
City Manager be and is hereby authorized to enter into a contract with Tully Environmental, Inc.,
127-50 Northern Blvd., Flushing, New York 11368 for the removal of grit and grease from the
Water Pollution Control Plant on an "as needed" basis for a period of one (1) year with the
option to renew for an additional one (1) year period at a cost of \$1,200 per pull for a 6yd.
container. Funds are available in Account No. G8130.54440 (Contracted Services).

APPROVED:



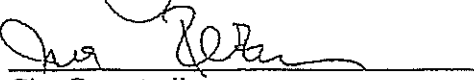
City Purchasing Agent

APPROVED AS TO ADMINISTRATION:



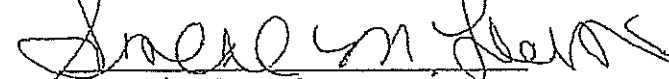
City Manager

APPROVED AS TO FUNDS:



City Comptroller

APPROVED AS TO FORM & LEGALITY:



Corporation Counsel

VOTING:

- Council Member Delury - AYE
- Council Member Mandel - AYE
- Council Member Treston - AYE
- Vice President McInnis - AYE
- President Bendo - AYE