



City of Middletown
Uniform Contract for Goods and Services

This agreement ("Agreement") is made by and between the **City of Middletown**, 245 deKoven Drive, Middletown, Connecticut 06457, a municipal corporation, having its territorial limits within the County of Middlesex and State of Connecticut (The "City") and

ROBERT KRONENBERGER D/B/A RWK ENTERPRISES

(the "**Vendor**") (collectively the "**Parties**"), and effective as of the date that this Agreement is signed by the Mayor (the "**Effective Date**"). Unless sooner terminated as set forth below, this Agreement shall terminate upon [*check one*]:

- the one year anniversary of the Effective Date;
- the mutual written agreement of the Parties, with no date certain for termination;
- other:

WHEREAS, the City desires to enter into an agreement with Vendor to provide goods/services pursuant to the attached **Appendix A**; and

WHEREAS, Vendor has agreed to provide said goods/services;

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the City and Vendor agree as follows:

1. **GOODS/SERVICES AND COSTS**: A description of the goods/services that Vendor agrees to provide and the attendant costs for those goods and services, along with additional terms and conditions, are set forth in detail in **Appendix A** to this Agreement. Vendor expressly understands and accepts that under no circumstances can the City enter into an agreement that exceeds any amount set forth via appropriation or purchase order. Vendor expressly understands and accepts that this Agreement is subject to the passage of all necessary appropriations and that a failure to appropriate renders the Agreement null and void, with no liability to the City or cause of action for the Vendor. The costs for Vendor's goods/services **SHALL NOT EXCEED \$34,200**_____.

2. **INSURANCE**: Vendor shall secure and maintain the types and amounts of insurance set forth in **Appendix B** to this Agreement during the life of this Agreement.

3. **INDEMNIFICATION**: Vendor shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees,

and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor's employees agents, servants, subcontractors, or any other person or persons, including but not limited to the City, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the City in an action against it.

4. **ASSIGNMENT:** Vendor shall not assign this Agreement without the City's prior written consent. Any attempt to assign this Agreement without the City's prior written consent shall render such assignment null and void.

5. **SUCCESSORS:** This Agreement will bind and inure to the benefit of the Parties' heirs, personal representatives, executors, administrators, successors, and assigns.

6. **NON-COLLUSION:** Vendor declares that, as of the Effective Date of this Agreement, no City official, directly or indirectly, has a financial interest in the Contract and, furthermore, Vendor pledges to notify the Mayor of the City, in writing, should any City official acquire, directly or indirectly, a financial interest in this Agreement. Vendor further declares that, as of the Effective Date of this Agreement, it has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of the City, or to anyone else, for any benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement and, furthermore, Vendor pledges that neither Vendor nor any other officer, agent or employee of Vendor will give or donate, or promise to give donate, directly or indirectly, to any official or employee of the City, or anyone else for benefit of City officials, any sum of money or other thing of value, for aid or assistance in obtaining any contract with the City.

7. **TERMINATION:** If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

8. **RELEASE OF CLAIMS:** The acceptance by Vendor, or Vendor's successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which Vendor, or Vendor's successors or assignees, have or may have against the City under the provisions of this Agreement.

9. **INDEPENDENT CONTRACTOR:** Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which goods/services are provided/performed under the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the City, its agencies, employees, agents, and Vendor, or Vendor's employees, and agents. Vendor assumes exclusively the responsibility for and agrees to indemnify and hold the City harmless from the negligent acts of Vendor's employees and agents as they relate to the goods/services to be provided during the course and scope of their employment. Vendor and Vendor's agents and employees shall not be entitled to any rights and privileges of City employees and shall not be considered in any manner to be City employees.

10. **BREACH:** Upon a breach of this Agreement, the City may withhold any payments to Vendor to off-set its damages until such time as the exact amount of damages due to the City is determined.

11. **EQUAL EMPLOYMENT OPPORTUNITY:** The Vendor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, physical disability, including, but not limited to blindness, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown unless it is shown that such disability prevents performance of the work involved. Vendor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that she may request concerning its employment practices and procedures as related to the provisions of this Section.

12. **ADA ACCOMMODATIONS:** Vendor, in performing this Agreement, will, at all times, comply with the Americans with Disabilities Act (ADA). Specifically, the Vendor is hereby notified that the City must comply with the requirements of the ADA and that Vendor, as the provider of the goods/services set out herein, must also comply with the ADA.

13. **BACKGROUND CHECKS:** Vendor agrees to submit, and to subject any of Vendor's employees to, any and all necessary background checks, which may include fingerprinting and drug screening. Failure of Vendor or any of Vendor's employees to pass any of the above may result in immediate termination of this Agreement.

14. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other Parties in connection with their decision to enter into this Agreement. This Agreement may not be modified, altered, amended or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

15. **GOVERNING LAW; INTERPRETATION:** This Agreement will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this Agreement, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, Vendor and its successors and assigns, (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

16. **NOTICES AND REPRESENTATIONS:** The Parties represents and agree: (a) that they have read this Agreement and understand and agree with all of the terms and conditions of this Agreement, (b) that they enter into this Agreement freely, knowingly and voluntarily, and (c) that they have been advised, and have had the opportunity, to consult with an attorney of their choice prior to executing this Agreement,

17. **COUNTERPARTS:** This Agreement may be executed by the Parties in separate counterparts, which taken together constitute one Agreement. This Agreement may be executed more than once so that each party may hold a duplicate original.

18. **AUTHORITY TO EXECUTE:** The Parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the part to the Agreement.

19. **CONFLICTING PROVISIONS:** If any terms of any document attached to this Agreement conflict with the terms contained in this Agreement, the terms of this Agreement shall supersede and control.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.

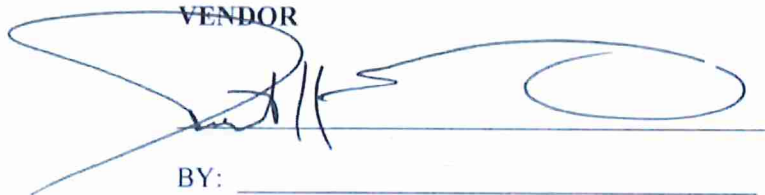
CITY OF MIDDLETOWN, CONNECTICUT

See Mayor's Signature Page

Benjamin D. Florsheim

Its Mayor, Duly Authorized

VENDOR



BY: _____

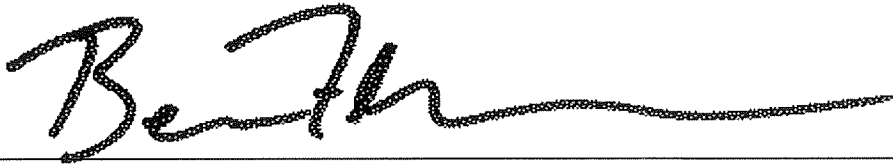
ITS: _____, Duly Authorized

DATE: 9/8/21

SIGNATURE PAGE

City of Middletown

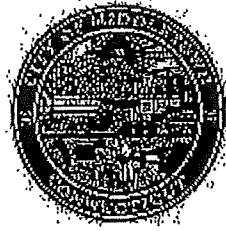
The foregoing has been approved and executed on behalf of the City of Middletown by Benjamin D. Florsheim, its Mayor, duly elected.

A handwritten signature in black ink, appearing to read "Ben Florsheim", written over a horizontal line.

Benjamin D. Florsheim, Mayor | Dated: 9/23/2021 | 21-0199 | 21-0199
ROBERT KRONENBERGER | REMINGTON RAND SUPERVISOR

APPENDIX A:
DESCRIPTION OF PROGRAMS/SERVICES AND COSTS
AND ADDITIONAL TERMS AND CONDITIONS

APPENDIX B:
INSURANCE REQUIREMENTS



CITY OF MIDDLETOWN
UNIFORM CONTRACT AMENDMENT

RFP# OR PROJECT NAME: Robert Kronenberger, Superintendent @ 180 Johnson Street

AWARDED CONTRACTOR: Robert Kronenberger

DEPARTMENT NAME: ECONOMIC AND COMMUNITY DEVELOPMENT

AMENDMENT #: 1 TO ONBASE CONTRACT #21-0199

EXHIBIT 1 – ORIGINAL CONTRACT ATTACHED

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES TO THIS CONTRACT:

ITEM 1: INCREASE MONTHLY PAYMENTS FROM \$2,850 TO \$6,000 AND REVISE EXPIRATION ON CONTRACT TO 6/30/23

ITEM 2:

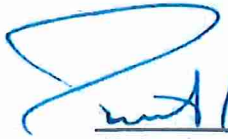
THE VENDOR AGREES THAT THIS AMENDMENT ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES, AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE VENDOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS AMENDMENT BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF VENDOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS OR ANY PRIOR CHANGES IN THE WORK.

RFP # OR PROJECT NAME:

AMENDMENT: 1 TO ONBASE CONTRACT #21-0199

CONTRACT SUMMARY

THE ORIGINAL CONTRACT SUM WAS \$ 34,200
NET CHANGE BY PREVIOUS AMENDMENTS \$ 0
THE CONTRACT SUM PRIOR TO THIS AMENDMENT WAS \$ 34,200
THE CONTRACT SUM WILL BE CHANGED BY THIS AMENDMENT \$ 72,000
THE NEW CONTRACT SUM INCLUDING THIS AMENDMENT IS \$ 106,200


Robert Kronenberg
RWK Enterprises, LLC

VENDOR

City of Middletown
OWNER

132 Ballfall Rd

245 DEKOVEN DRIVE

Middletown, CT 06457
ADDRESS

MIDDLETOWN, CT 06457


BY: VENDOR

(See Attached Signature Page)
BY: Benjamin D. Florsheim
Its: Mayor, Duly Authorized

DATE

Scope of work

Amendment
1

AGREEMENT BETWEEN
THE CITY OF MIDDLETOWN
AND
RWK ENTERPRISES, LLC

This Agreement is made by and between the City of Middletown, 245 DeKoven Drive, Middletown, Connecticut 06457, a municipal corporation, having its territorial limits within the County of Middlesex and State of Connecticut, hereinafter referred to as the CITY, and (Robert Kronenberger) RWK Enterprises LLC, 132 Ballfall Rd, Middletown, CT 06457, hereinafter referred to as the SUPERINTENDENT.

WHEREAS, the CITY is the owner of that certain property and improvements described as the former Remington Rand property at 180 Johnson Street hereto (the 'Building');

WHEREAS, The CITY has requested that the SUPERINTENDENT manage the Building on the CITY'S behalf, including, without limitation, the ongoing operation of the Building and tenant relations;

WHEREAS, The CITY and the SUPERINTENDENT wish to set forth the terms and conditions of their understanding in the form of this Agreement;

WHEREAS, The CITY requires on-site building superintendent services for property that it owns at 180 Johnson Street, Middletown; and

WHEREAS, The CITY'S Professional Services Committee has selected the SUPERINTENDENT after a review of his qualifications.

NOW THEREFORE, for good and valuable consideration received to the full satisfaction of the parties hereto, the CITY and the SUPERINTENDENT agree as follows:

ARTICLE I

Term of Agreement. The two (2) year term of this agreement shall commence July 1, 2022 and shall continue until June 30, 2024.

ARTICLE II

a. Management of Building. The SUPERINTENDENT shall manage the 190,000 square foot industrial/warehouse Building in a commercially reasonable manner having due regard for the age and physical condition of the Building. The SUPERINTENDENT, through its employees and independent contractors, shall supply operational services for the Building. The SUPERINTENDENT will provide on-site management for up to forty (40) hours per week and will be on call 24/7 for building emergencies. The SUPERINTENDENT will relate effectively with multiple tenants of varied backgrounds; enforce rules and regulations contained in the tenant leases; oversee and conduct improvements and general maintenance and repair activities as assigned.

b. Repairs. The SUPERINTENDENT shall make or cause to be made such ordinary and non-emergency repairs and alterations as the SUPERINTENDENT may deem advisable or necessary and will be responsible for securing contractors for both normal maintenance and repairs and to

make emergency repairs. The SUPERINTENDENT shall follow the City's procurement practices and policies.

c. Service Contracts. The SUPERINTENDENT, with the approval of the Director of Economic and Community Development shall contract for the building operation and maintenance services provided that no service contract shall be for a term exceeding one year without the prior written approval of the CITY. The SUPERINTENDENT shall, at the CITY'S expense, purchase and keep the building furnished with all necessary supplies. All expenses shall be charged to the CITY at net cost and the CITY shall be credited with all rebates, refunds, allowances and discounts allowed to the SUPERINTENDENT.

d. Reimbursement. The CITY agrees to reimburse the SUPERINTENDENT for all out-of-pocket expenses authorized by the Director of Economic and Community Development.

e. Employees. All persons employed in the operation of the Building shall be Independent contractors hired by the SUPERINTENDENT. The SUPERINTENDENT shall make disbursements and deposits for all compensation and other amounts payable with respect to persons employed in the operation of the Building.

f. Designated Work Space. The SUPERINTENDENT will have available to him a certain area within the demised premise during the term of the contract to carry out business associated with the management of the building. Such space shall be designated by the Director of Economic and Community Development.

g. Special Services. The SUPERINTENDENT will perform the following additional services for the CITY: 1) supervise remodeling and tenant buildouts, 2) approve and code expenditures then forward to the CITY for payment unless paid by the SUPERINTENDENT, 3) negotiate vendor contracts and oversee contracted work, 4) coordinate the scheduling of the SUPERINTENDENT'S staff for routine work at the Building, 5) oversee utility reduction programs, and 6) with respect to capital improvements projects, estimate the costs of the project, assist in preparation of construction contracts, solicit bids for the CITY, assist the CITY in selecting the successful bidder, and supervise the project work.

h. Compensation. The CITY shall compensate the SUPERINTENDENT Six Thousand Dollars (\$6,000.00) per month for the services detailed in Paragraphs (a) through (g) of this Agreement. Compensation for emptying and disposing of items from vacated spaces shall be above and beyond the monthly compensation. The City and the SUPERINTENDENT shall agree upon said compensation prior to the commencement of the work.

i. Power, Authority and Expense. The SUPERINTENDENT shall present all contracts, leases and other instruments to the CITY for signature.

j. Independent Contractors. It is expressly understood and agreed that the SUPERINTENDENT will act as an independent contractor in performance of this Agreement. No provision hereunder shall be intended to create a partnership or a joint venture with respect to the Building or otherwise. Nothing herein contained shall be construed as creating an employer-

employee relationship between the CITY and the SUPERINTENDENT. The SUPERINTENDENT, his agents or employees, if any, shall not be entitled to any rights and privileges of CITY employees and shall not be considered to be CITY employees.

k. To the fullest extent permitted by law, the SUPERINTENDENT shall at all times defend, indemnify and hold harmless the City of Middletown, its officers, agents, servants and employees against claims or actions based upon or arising out of damage or injuries (including death) to persons and property caused by or sustained in connection with errors made by the SUPERINTENDENT in the performance of the services set forth under this contract.

l. Notice. Any notice required or permitted under this agreement shall be given when actually delivered or when deposited in the United States mail as certified mail address as follows:

To CITY: Bobbye Knoll Peterson
Acting Director of Economic and Community Development
City of Middletown
245 DeKoven Drive
Middletown, CT 06457

To SUPERINTENDENT: Robert Kronenberger, Superintendent

RWK Enterprises LLC
1132 Ballfall Road
Middletown, CT 06457

m. The SUPERINTENDENT understands that he is not an employee of the City of Middletown, and therefore, not eligible for benefits under the City of Middletown's Workers' Compensation

Insurance program. As such, the SUPERINTENDENT further agrees to execute the City's Workers' Compensation and Indemnification & Subrogation Agreement form made available by the CITY'S Risk Manager.

n. The parties agree that in the performance of this Agreement, no discrimination will be practiced by or against any person on the grounds of race, color, religious creed, age, sex, marital status, sexual orientation, national origin, ancestry, mental retardation or physical disability, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record or past or present history of mental or physical disability in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Middletown.

o. This Agreement shall not be assigned by the SUPERINTENDENT without the expressed written consent of the CITY.

p. All notices or communications which are required or desired to be given or made hereunder shall be sufficiently given or made if sent by certified mail or registered mail, return receipt requested, to the party for whom intended at the address of such party hereinbefore set forth or at such other address of which such party shall have given written notice in the manner provided herein and shall be deemed given on the date so mailed.

q. If any provisions of this Agreement shall be held to be invalid for any reason, the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect.

r. No waiver of any default or breach of this Agreement shall be a continuing waiver of such or any other breach or default.

s. This Agreement sets forth the entire understanding of the parties with respect to the matters herein, and it may not be changed except by a written document signed by all the parties hereto.

t. It is agreed and understood that all personnel providing services hereunder shall be employees of the SUPERINTENDENT who will provide appropriate worker's compensation, employer's liability and liability insurance for its employees.

u. This Agreement, in all respects, shall be construed and enforced under the laws of the State of Connecticut.

v. The SUPERINTENDENT, in performing this agreement, will, at all times, comply with the provisions of Title II, the nondiscrimination requirements, of the Americans with Disabilities Act.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

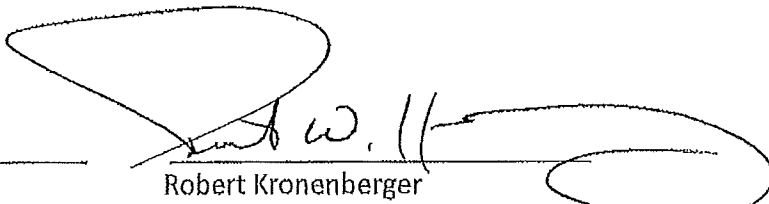
_____ day of _____.

Signed, Sealed and Delivered in the Presence of:

_____ CITY OF MIDDLETOWN

_____ Benjamin Florsheim, Its Mayor

Date: _____

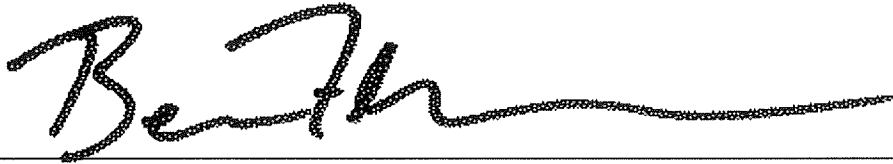
_____  _____
Robert Kronenberger

_____ Date: 7/18/22 _____

SIGNATURE PAGE

City of Middletown

The foregoing has been approved and executed on behalf of the City of Middletown by Benjamin D. Florsheim, its Mayor, duly elected.

A handwritten signature in black ink, appearing to read "Ben Florsheim", with a long horizontal flourish extending to the right. The signature is positioned above a solid horizontal line.

Benjamin D. Florsheim, Mayor | Dated: 8/25/2022 | 21-0199 | 21-0199-AM21452
ROBERT KRONENBERGER | REMINGTON RAND SUPERVISOR

