

**AN ORDINANCE TO AUTHORIZE CITY CONTRACT 17002PW -  
HVAC PREVENTATIVE MAINTENANCE, GENERAL AND  
EMERGENCY REPAIRS AT THE MUNICIPAL COMPLEX -  
WITH MODERN CONTROLS, INC.**

#4214

Sponsor:

Council  
Member  
Shabazz

**WHEREAS**, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by Ordinance; and

**WHEREAS**, the City desires to obtain HVAC preventative maintenance, general and emergency repair services at the Municipal Complex; and

**WHEREAS**, the City publicly bid Contract 17002PW - HVAC Preventative Maintenance, General and Emergency Repairs at the Municipal Complex ("the Contract") - in accordance with Section 8-200 of the City Charter, and subsequently awarded the Contract to Modern Controls, Inc. ("the Contractor"), the lowest responsible bidder; and

**WHEREAS**, the term of the Contract is for a period of one (1) year beginning on or about July 1, 2016, at a cost of Twenty Nine Thousand Nine Hundred Dollars (\$29,900.00). The Contract has two possible extension periods of one (1) year each at the City's sole option at the same annual price as stated above; and

**WHEREAS**, it is the recommendation of the Department of Public Works that the City enter into the Contract with the Contractor, a copy of which, in substantial form, is attached hereto and incorporated by reference as Exhibit "A."

**THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:**

**SECTION 1.** Contract 17002PW - HVAC Preventative Maintenance, General and Emergency Repairs at the Municipal Complex - between the City and Modern Controls, Inc., a copy of which, in substantial form, is attached hereto as Exhibit "A," for a period of one (1) year, beginning on or about July 1, 2016, at a cost of Twenty Nine Thousand Nine Hundred

Dollars (\$29,900.00), with two possible extension periods of one (1) year each at the City's sole option at the same annual price as stated above, is hereby approved, and the Mayor and the City Clerk are hereby authorized to execute as many copies of said Contract, as well as all additional undertakings related thereto, as may be necessary.

**SECTION 2.** This Ordinance shall be effective upon its passage by City Council and approval of the Mayor.

First Reading. . . . May 19, 2016  
Second Reading. . . May 19, 2016  
Third Reading.... June 16, 2016

Passed by City Council, June 16, 2016

  
\_\_\_\_\_  
President of City Council

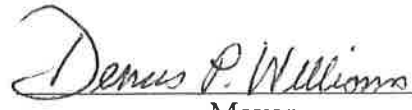
Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to form this  
5<sup>th</sup> day of May, 2016

  
\_\_\_\_\_  
First Assistant City Solicitor

Approved this 22 day of  
June, 2016

  
Mayor

**SYNOPSIS:** This Ordinance authorizes the City to enter into Contract 17002PW - HVAC Preventative Maintenance, General and Emergency Repairs at the Municipal Complex - with Modern Controls, Inc., for a period of one (1) year beginning on or about July 1, 2016, at a cost of Twenty Nine Thousand Nine Hundred Dollars (\$29,900.00). The Contract has two possible extension periods of one (1) year each at the City's sole option at the same annual price as stated above.

**Agenda #**

**IMPACT STATEMENT**

This Ordinance authorizes the City to enter into Contract 17002PW - HVAC Preventative Maintenance, General and Emergency Repairs at the Municipal Complex - with Modern Controls, Inc., for a period of one (1) year beginning on or about July 1, 2016, at a cost of Twenty Nine Thousand Nine Hundred Dollars (\$29,900.00). The Contract has two possible extension periods of one (1) year each at the City's sole option at the same annual price as stated above.

**CITY CONTRACT 17002PW  
HVAC PREVENTATIVE MAINTENANCE  
BETWEEN  
CITY OF WILMINGTON  
AND  
MODERN CONTROL, INC**

**EXHIBIT "A"**



Classified Ad Receipt  
(For Info Only - NOT A BILL)

Customer: SD CITY WILM PURCHASING DIV  
Address: 800 N FRENCH ST FL 5  
WILMINGTON DE 19801  
USA

Ad No.: 0001042681  
Pymt Method Invoice  
Net Amt: \$64.96

Run Times: 1

No. of Affidavits: 1

Run Dates: 02/11/16

Text of Ad:

The City of Wilmington will receive  
sealed bids  
at the Division of Procurement &  
Records, 5th Fl., Louis L. Redding  
Bldg.,  
800 French St., Wilm., DE 19801 for:

**17002PW – HVAC PREVENTA-  
TIVE MAINTENANCE, GENERAL  
AND EMERGENCY REPAIRS**

Bid opening: Thursday,  
March 3, 2016, at 3:00 p.m., in the  
5th floor Finance Conference Room,  
Louis L. Redding City/County Build-  
ing, 800 French Street, Wilmington,  
DE 19801.

Specifications may be obtained at  
the above address for the Division  
of Procurement & Records.

Philip Ceresini  
Purchasing Agent II  
Division of Procurement and  
Records  
Department of Finance  
NJ-2/11

0001042681-01

## INSTRUCTIONS TO BIDDERS

1. Bids on City Contract 17002PW – HVAC PREVENTATIVE MAINTENANCE, GENERAL AND EMERGENCY REPAIRS will be publicly opened and read aloud in the 5<sup>th</sup> floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **THURSDAY, MARCH 3, 2016, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "Bid for City Contract 17002PW - HVAC PREVENTATIVE MAINTENANCE, GENERAL AND EMERGENCY REPAIRS" and addressed to the Department of Finance, Division of Procurement and Records, 5<sup>th</sup> Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. The corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes, which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
6. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
7. The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority bidder and/or subcontractor to confirm any participation in the Procurement process.
8. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System ([www.sam.gov](http://www.sam.gov)). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
  - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
  - B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
  - C. Respect employee's voluntary freedom of association.
  - D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.

- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

10. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

**THIS CONTRACT DOES NOT REQUIRE A BID BOND OR PERFORMANCE BOND.**

**QUESTIONS WILL NOT BE ACCEPTED WITHIN 1 WEEK OF BID OPENING.**



**SPECIFICATIONS FOR HVAC PREVENTATIVE MAINTENANCE**

**GENERAL & EMERGENCY REPAIRS**

**MUNICIPAL COMPLEX – CITY OF WILMINGTON  
500 WILMINGTON AVE.  
WILMINGTON, DE 19801**

**Contract: 17002PW**

### MAINTENANCE SERVICE EQUIPMENT

Quantity	Manufacturer	Model/Type	Serial Number
(36)	Cook	Exhaust Fans	
(1)	Reznor	100% Outdoor Air Unit	RDDA-428-550
(1)	Reznor	Gas fired Make-up Air Unit	RPBL-200
(2)	Berko	Cabinet Unit Heaters	CUH 900 series
(3)	Berko	Fan Wall Heater	FRC Series
(36)	Berko	Unit Heater	HUHM Series
(6)	Daikin	Split system (2 Outdoor, 6 Indoor Units)	
(1)	Daikin	Wall Hung Split System (1 Outdoor, 1 Indoor)	
(3)	Lennox	2 Ton Rooftop AC Units	
(5)	Lennox	3 Ton Rooftop AC Units	
(5)	Lennox	4 Ton Rooftop AC Units	
(5)	Lennox	5 Ton Rooftop AC Units	
(5)	Lennox	6 Ton Rooftop AC Units	
(1)	Lennox	7.5 Ton Rooftop AC Units	
(1)	Lennox	12.5 Ton Rooftop AC Units	
(25)	Roberts Gordon	Infrared Tube Heaters-Gordon Ray 81-1 Series	
(18)	Brasch	CO2, NO2 Gas Detectors	GSE-NCM-LL0/LL1
(2)	Liebert	Mini Mate Split System	
(1)	PVI	Water Heater	200N 400A-TP
(5)	Bell & Gosset	Circulator Pumps	BG # 172704
(2)	Armstrong	Domestic Water Booster Dual-Pak (6901) 3X3X6	
(1)	A. O. Smith	Water Heater	BTH-120-970
(2)	Pulse Pak	Hydronic Boilers	PHW-1400
(5)	Trane	Split System (5 Outdoor, 5 Indoor Units)	
(1)	Trane	Makeup Air Unit	

\* Service will include the changing of air filters every other month with a summer & winter start up of the above mentioned equipment. The vendor will have a technician available for at least 8 hours of labor to be used at the owner's discretion for the duration of entire preventative maintenance servicing (i.e. service call). Any labor charges beyond the 8 hours will be billed per the T&M rate, which is described in detail on page (12) of this contract.

## PREVENTIVE MAINTENANCE SCHEDULE FOR ROOFTOP UNITS & SPLIT SYSTEMS

- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Inspect pilot flame appearance and position.
- Visually inspect pilot safety control.
- Lubricate motors per manufacturer's recommendation.
- Furnish inspection report and advise of any anomalies and make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR GAS HEATING SYSTEM

- Heat exchanger will be inspected annually for cracks and deterioration.
- Burners will be inspected and cleaned as necessary.
- Thermocouple will be inspected.
- Fan switch will be checked and adjusted as necessary.
- Pilot orifice will be cleaned and pilot flame adjusted as necessary.
- Safety controls will be operationally checked.
- Venter motor(s) and assembly will be cleaned and lubricated.
- Gas line will be leak tested from the nearest shut off valve to the burner.
- Combustion air openings will be checked.
- Flue pipe will be inspected for deterioration.
- Exhaust system will be checked for proper draft.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR UNITARY AIR CONDITIONING

- Condenser coil will be inspected for heat transfer loss.
- Blower wheels and fans will be inspected and cleaned to ensure proper air delivery.
- Refrigerant will be checked for proper charge and to ensure system is free of possible leaks.
- Exposed ductwork will be checked for leaks and proper Insulation.
- Belts and pulleys will be inspected and adjusted as required.
- Thermostats will be checked and calibrated as required.
- Motors and bearings will be lubricated as required.
- Controls and safeties will be tested.
- Condensate drains will be checked and cleaned.
- Crankcase heaters will be checked for proper operation.
- Relays and contactors will be inspected.
- Unit wiring and electrical disconnects will be inspected.
- Economizer operation will be checked when applicable.
- Temperatures and pressures will be recorded.
- Evaporator coil will be inspected and cleaned annually- if necessary
- Air filters will be changed six (6) times per year.
- Condenser coils will be power washed as needed and not to exceed one (1) time per year.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR EXHAUST FANS

- Inspect and clean blower wheels and fans.
- Belts will be replaced yearly.
- Belts and pulleys will be inspected and adjusted as required.
- Motors and bearings will be lubricated.
- Controls will be tested.
- Electrical connections will be checked and tightened.
- Record Amp draws from the motors.
- Covers will be secured.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## PREVENTIVE MAINTENANCE SCHEDULE FOR PUMPS

- Lubricate pump and motor bearings, as required.
- Check and adjust motor mounts and vibration isolation, as required.
- Visually inspect pump alignment and coupling.
- Check motor operating condition.
- Inspect electrical connections.
- Check and clean strainers, as required.
- Inspect mechanical seals and pump packing, as applicable.
- Check suction and discharge pressures, as applicable.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

## **PREVENTIVE MAINTENANCE SCHEDULE FOR AUTOMATIC TEMPERATURE CONTROL SYSTEM**

- Calibrate and adjust control sensors, as required.
- Check and adjust damper actuators, as required.
- Check and adjust valve actuators.
- Check control relays for proper operation.
- Maintain electronic thermostat time and programming.
- Maintain control sequence programming for the boiler, chiller, pumps, and air units.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.



## PREVENTIVE MAINTENANCE SCHEDULE FOR BOILER / GAS WATER HEATER

- Check boiler water level.
- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Check relief valve operation.
- Check pilot flame appearance and position.
- Visually inspect pilot safety control.
- Check gas valve operation.
- Check burner operation.
- Check and record supply and return water temperature.
- Check and record all associated pressures.
- Test for proper draft.
- Check operation of circulation pumps in mechanical room.
- Visually inspect all valves and piping in the mechanical room for corrosion and deterioration.
- Check low water cut off.
- Check expansion tank for proper air cushion.
- Inspect all fresh air vents to assure proper combustion air to the boiler.
- Lubricate pumps and motors in mechanical room per manufacturer's recommendations.
- Check for proper water make up.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MODERN CONTROLS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FIFTH DAY OF SEPTEMBER, A.D. 1989, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE SIXTEENTH DAY OF DECEMBER, A.D. 1992, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "MODERN CONTROLS, INC.".



  
Jeffrey W. Bullock, Secretary of State

2206806 8100H  
SR# 20161910746

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202051955  
Date: 03-28-16

3902480007

FILED

SEP 5 1989

*James H. Hester*  
SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF  
MODERN CONTROLS, INC.

FIRST

The name of the corporation is: Modern Controls, Inc.

SECOND

The address of its registered office in the State of Delaware is 1020 N. Bancroft Parkway, (Eleventh and Bancroft Parkway), P.O. Box 429, Wilmington, New Castle County, Delaware, 19899 and its registered agent at that location is Bancroft Service Corp.

THIRD

The nature of the business and the objectives and purposes to be transacted, promoted and carried on are:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH

The total number of shares of stock which this corporation is authorized to issue is 1,000 shares of Common Stock, all of which shares will be of no par value.

FIFTH

The name and mailing address of the incorporator is as follows:

Francis J. Trzuskowski, Esquire  
Trzuskowski, Kipp, Kelleher  
& Pearce, P.A.  
1020 N. Bancroft Parkway  
P.O. Box 429  
Wilmington, Delaware 19899

SIXTH

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend and repeal the by-laws.

#### TENTH

No contract or other transaction between the corporation and any other corporation shall be ineffective or invalidated by the fact that any one or more of the directors of this corporation is or are interested in, or is a director or officer, or are directors or officers, of such other corporation, and any director or directors individually or jointly may be a party or parties to or may be interested in any contract or transaction of this corporation or in which this corporation is interested; and no contract, act, or transaction of this corporation with any person, or persons, firms or corporations shall be ineffective or invalidated by the fact that any director or directors of this corporation is a party, or are parties to or interested in such contract, act or transaction, or in any way connected with such person or persons, firms, or corporation, and every person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of himself or any firm or corporation in which he may be anyway interested.

#### ELEVENTH

Until such time as the corporation shall in its by-laws adopt another inscription for a corporate seal, the corporate seal of the corporation shall have inscribed thereon only the words "Corporate Seal".

I, THE UNDERSIGNED, being the incorporator hereinabove named for the purpose of forming a corporation, in pursuance to an Act of Legislature of the State of Delaware entitled "An Act Providing a General Corporation Law" (approved March 10, 1899) as codified and re-enacted as Title 8, Delaware Code of 1953, and the acts amendatory thereof and supplemental thereto, do make and file this certificate of incorporation and acknowledging the penalty for perjury, hereby declaring and certifying that the facts herein stated are true, pursuant to 8 Del. C. Sec. 103(b)(2) and accordingly hereunto have set my hand this 24th day of August, A.D., 1989.

IN THE PRESENCE OF:

Susan B. Clarke

Francis J. Trzuskowski

CERTIFICATE OF CHANGE OF LOCATION OF  
REGISTERED OFFICE AND/OR REGISTERED AGENT  
OF

MODERN CONTROLS, INC.

The Board of Directors of Modern Controls, Inc., a Corporation of Delaware, on this 9th day of November, A.D. 1992, do hereby resolve and order the location of the Registered Office of this Corporation within this State be, and hereby is 1211 Flint Hill Drive, Arundel, in the City of Wilmington, County of New Castle, Zip Code 19805.

The name of the Registered Agent and in change thereof upon whom process against this Corporation may be served, is Modern Controls, Inc.

Modern Controls, Inc., a Corporation of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by its President and Attested by its Secretary, the 9th day of November, A.D. 1992.

BY: Karen L. Peet  
Karen L. Peet  
President

ATTEST: Deanna M. Porter  
Deanna M. Porter  
Secretary

MODERNCONTROLS, INC.

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, Secretary of ModernControls, Inc., a (State or Commonwealth where incorporated) Corporation, hereby certify that the following Resolutions excerpted from the Minutes of the Corporation, were duly adopted by unanimous consent of the Board of Directors of the Corporation, on 30<sup>th</sup> day of March 2016.

**RESOLVED**, that the President, William Schatzman, Vice President, of this Corporation be and he hereby is authorized to execute and deliver on behalf of this Corporation a contract and other contract documents by and between this Corporation and the City of Wilmington, Delaware, Department of Finance, 17002PW "HVAC Preventive Maintenance and General Emergency Services", for the Contract Price of \$29,900.00.

**FURTHER RESOLVED**, that the Secretary of this Corporation be and (HE OR SHE) hereby is authorized to attest to the said contract and other documents.

I further certify that the foregoing Resolutions have not been rescinded or modified and remain in full force ad effect.

I further certify that the following are the names of all officers qualified to sign for the Corporation:

President:

William Schatzman

Vice President:

William Schatzman

Treasurer:

William Schatzman

Secretary:

William Schatzman

Assistant Secretary:

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 30<sup>th</sup> day of March, 2016.

William Schatzman  
Secretary

--- - - C O N T R A C T -----

THIS AGREEMENT, made the 30<sup>th</sup> day of March in the year Two Thousand Sixteen by and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the (Owner), and **Modern Control, Inc.** of the second part (hereinafter designated the (Contractor)

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract **17002PW "HVAC Preventative Maintenance & General Emergency Services"** for the Department of Public Works in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 2/11/16 and specifications identified as Contract No. **17002PW** and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of Twenty Nine Thousand Nine Hundred --- 00/100 ----- Dollars (\$29,900.00) as per Proposal dated 3/1/16 to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the Contractor shall not discriminate or permit discrimination against any person because of his race, color, religion or his national origin.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the **Commissioner of Public Works Department**, caused the hand of **Dennis P. Williams**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered  
in the presence of:

THE CITY OF WILMINGTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Dennis P. Williams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Modern Controls, Inc

K. P. By  
Witness

By: S. M. Per  
President (Seal)

ATTEST:

U. H. St  
Secretary

Approved as to form on this \_\_\_\_\_

Day of \_\_\_\_\_, 2016

\_\_\_\_\_  
First Assistant City Solicitor