

# Service and Repair Order

5/5/2025

**CUSTOMER NAME**  
GAR Hall 358 Main St  
358 Main St  
Hingham, MA 02043

**DELTA BECKWITH ELEVATOR COMPANY**  
115 SHAWMUT RD  
CANTON, MA 02021

**DELTA BECKWITH CONTACT**  
Ellie Beck  
Phone:  
Email: Ellie.Beck@delta-beckwith.com

**PROJECT LOCATION**  
358 MAIN ST  
358 MAIN ST  
HINGHAM, MA 02043-2827

**PROPOSAL NUMBER**  
QTE-002165818

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
Y14375	LULA

## SCOPE OF WORK

Delta Beckwith will provide team labor and material cost to replace the door operator, controller / Fixtures, and tank unit on the LULA lift.

### Upgrades being done

- Controller
- Fixtures
- Door Operator
- Tank unit

A state test is also included in this proposal  
Work by outside vendors will also be needed to be done with these upgrades

## POWER UNIT

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler.

The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise. A muffler is provided to dissipate pulsations and noise from the flow of hydraulic fluid. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

### Clarifications:

Existing Hydraulic Oil: The above proposal may include the full replacement of the hydraulic oil that is in the tank unit or from site oil clean-up. Depending on your local jurisdiction, a third-party agency may be required to remove the oil from the site and may require the Environmental Protection Agency (EPA) site number for the removal. Please confirm with your local rep. You assume responsibility for the removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

Controller Location: In some cases, the controller is mounted to the existing tank unit. Depending on the situation, the controller cabinet may need to be moved to the wall. A possible change order may be required for additional labor and material for this adjustment to the scope.

**Electrical Requirements (Work By Others):** Delta Beckwith will provide the starting and running amperages for the new motor within the power unit. Motor amperage and load will be determined upon final ordering and provided at that time by Delta Beckwith. It is the customer's responsibility to ensure the mainline disconnects are code compliant and of the proper size/capacity for the new motor. Customer is to provide, and if necessary, install all wiring and piping from the mainline disconnects to the new elevator controllers with the applicable code required wiring specification.

AHJ Inspection: The above-mentioned proposal often requires a AHJ inspection or a permit to be pulled for the completion of the project. Often times inspection lead times can range from one (1) to three (3) weeks depending on your local jurisdiction.

### **Controller Upgrade**

New Microprocessor Control Systems: New Hydraulic Microprocessor Machine Room Elevator Controller shall be installed to include

- Independent service, Inspection, Nudging door control, future capability for fire service operation, ADA signal control.
- The new computer-based controller will allow passengers and material to move quickly and safely to their destinations.
- Troubleshooting with a digital fault log that identifies issues.

### **FIXTURES - REPLACE BUTTONS AND LIGHTS ON THE CAR OPERATING PANEL**

Delta Beckwith will provide labor and material to replace the existing buttons and lights on the car operating panel (COP) on the existing elevator.

- Existing car operating panel shall be removed. The existing opening shall be modified to accommodate the new faceplate and box. An applied car operating panel shall be furnished, containing a bank of mechanical, illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. If the optional fan is provided the switch shall also be located in the car operating panel.
- New extended surface mounted hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. The faceplates shall be a stainless finish. A call shall Page 3 of 6 SERVICE AND REPAIR ORDER be registered by momentary pressure of a landing button. The button shall become illuminated and remain illuminated until the call is answered

### **CLOSED LOOP DOOR OPERATOR**

A Closed Loop door operator shall be installed.

Doors on the car and at the hoistway entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a fully closed loop system designed to give consistent door performance with changes in temperature, wind or minor debris in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position. Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements.

**State Test:**

Delta Beckwith will provide a state test to ensure the unit is up to code after the work is complete onsite. This test will be 2 hrs and you will need your fire alarm company onsite for this test.

**Work by Others**

The following is the work that outside vendors would have to do as Delta Beckwith is not responsible for the following work

- Main Line Disconnects 3 phase 60 Hz
- 110 Volt 1phase 60 Hz Car Light Disconnects
- Earth Ground in each disconnect in Machine Room.
- GFCI Outlet in The Machine Room and Pits.
- Code Compliant Pit Light in Pits.
- Telephone Lines in the Machine Room.
- 3 Sets of N/O and N/C Contacts for Fire Service in the machine room.
- Smoke Detectors at all Lobbies & in Machine Room
- Code compliant Cooling and Heating in the Machine Room.
- Code compliant Venting in the Machine Room.
- Code compliant Fluorescent Lights in the machine room.
- Code Required Fire Extinguisher in the Machine Room
- Code Required Legal Access to the machine room (Safe)
- Code Required Machine Room Door
- Closer, Signage, Lock
- Protect Hoistway and Machine Room from Water Damage
- Removal of any hazardous waste from site. -Any and all standby labor for other trades and car running. (Additional Costs by Others).

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

**PRICE**

\$151,500

One hundred fifty one thousand five hundred dollars

This price is based on a **twenty-five** percent **(25%) downpayment** in the amount of \$37,875.00.

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

**SUGGESTED BY:** PAUL R BARRY JR

**TITLE:** Mechanic

Accepted in Duplicate

<b>GAR Hall 358 Main St</b>	<b>Delta Beckwith Elevator Company</b>
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Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name: GAR Hall 358 Main St

Principal, Owner or Authorized Representative of Principal or Owner

Agent \_\_\_\_\_  
(Name of Principal or Owner)

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Delta Beckwith's reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of Twenty-Five percent (25.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Delta Beckwith, Delta Beckwith may notify you of an updated price – which may be accepted or rejected by you. If rejected, Ofis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Delta Beckwith prior to notice of price increase. If you are not notified of a new price by Delta Beckwith, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Delta Beckwith personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Delta Beckwith shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by a Delta Beckwith maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Delta Beckwith shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Delta Beckwith harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Delta Beckwith's sole negligence. In the event that Delta Beckwith is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Delta Beckwith's sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Delta Beckwith a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Delta Beckwith as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Delta Beckwith. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Delta Beckwith. You shall provide Delta Beckwith with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Delta Beckwith incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.delta-beckwith.com](http://www.delta-beckwith.com). Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who interact with Delta Beckwith personnel while Delta Beckwith personnel are working on site at Customer's facility. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
15. This Contract will be deemed voidable, even after execution, if it is determined by Delta Beckwith that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Delta Beckwith or otherwise apply to Delta Beckwith operations.
16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.