



GREVER & WARD, INC.
3802 NORTH BUFFALO STREET
ORCHARD PARK, NY 14127-1840

CEMETERY PLANNING SINCE 1939

PROPOSAL/AGREEMENT

PHONE
716-662-7700
FAX
716-662-0125

www.greverandward.com

CLIENT **Maplewood Cemetery**
150 Middle Road
Henrietta, NY 14467

PROJECT **Section Planning - Sections "M" and "L"**
Approximately 1.8 acres ± ; 1,050 graves ±
See Exhibit "A", attached

PLANNING SERVICES:

Item 1. Section Plan

The Planners (Grever & Ward, Inc.) will visit and accurately measure the site and prepare a site base map for planning purposes. The Planners will then design a detailed section (lot and gravesite) plan for the site to include approximately 1,050 new graves (grave size 3'- 9" x 10'- 0") showing all lot lines, a lot numbering system, grave divisions, monument locations, suggested tree locations, service roads, 12' turf access paths, details, dimensions and a lot plan summary. Plan scale to be 1"= 20'; sheet size 24" x 36". All plans to be prepared in digital (AutoCAD) format. All lots will be 4-grave size and allow upright monuments.

Total Cost, Item 1: \$8,700.00

(\$8.29 per grave)

Deliverables: Planners to submit two blackline copies of review section and road layout plans for Client input and approval; one copy to be returned with commentary or requested changes. Final plan submittal to consist of three blackline copies of each sheet. Digital files (PDF format) will be provided. Additional prints are available at Planner's costs.

Anticipated Time to Complete: Review plan submittal approximately 8-10 weeks after site measurements, authorization to proceed and receipt of all Client-provided materials/ information stated below. Final plan submittal approximately 3 weeks after Client feedback is received.

Client to Provide:

- 1.) Information on any existing underground utilities, easements, wetlands or other land use restrictions.
- 2.) Specific written design requests and/or elements, if any, not described above are to be submitted prior to planning.

Requests that change the scope or extent of the design work beyond the above description will be quoted as extra services in an addendum to this agreement.
- 3.) Timely response to review plan submittal.



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Fee: Item 1: Eight Thousand Seven Hundred Dollars (\$8,700.00)

PLANNING SERVICES - GENERAL CONDITIONS

These General Conditions are a part of this "Proposal/Agreement" by and between Grever & Ward, Inc. ("Grever & Ward") and Maplewood Cemetery ("Client") dated as of December 4, 2025.

1. If this Proposal/Agreement is not accepted and executed by the Client on or before the "valid until" date set forth herein, Grever & Ward reserves the right to revise the quoted fees and completion time commitments.
2. The Client shall pay to Grever & Ward the net amount shown on any invoice within fifteen (15) days of the initial invoice date. Client shall pay interest on amounts received after said date at the rate of 1½ % per month (18%) annually. If Grever & Ward engage a collection agency or attorneys to enforce the Client's payment obligation under the Proposal/Agreement, the Client shall pay a collection fee equal to 25% of the invoice amount and any accrued interest. Grever & Ward may suspend Services or withhold documents from Client if there are outstanding invoices unpaid for more than forty-five (45) days from the date of the initial invoice.
3. Fees for Services quoted as a lump sum shall be invoiced on a lump-sum basis. Fees for Services quoted on a unit basis or percentage completion basis will be invoiced periodically at the rate for the quantity or proportion of the work actually completed. Requests for partial payments shall be made as the work progresses and shall be expressed as a percentage of the entire fee for the work completed for the period of the invoice. For all contracts that require a retainer, the stipulated amount shall be paid in full prior to commencement of services. All retainers will be applied to the final invoice at the conclusion of services.
4. The Client shall approve, conditionally approve or reject all preliminary designs, plans or submittals within thirty (30) days after receiving the same from Grever & Ward. For total rejections, the Client shall provide a detailed explanation of the conditions or the reasons for rejection. If the Client fails to respond within the foregoing thirty (30) day period, the designs, plans or other submittals shall be deemed to be approved by the Client in the form and content as submitted by Grever & Ward.
5. The Professional Services to be performed by Grever & Ward under this Proposal/Agreement will be completed in accordance with the generally accepted standards of the profession of landscape architecture. Grever & Ward shall not be liable to Client if Grever & Ward's performance is prevented, hindered or delayed by an act of God, weather, governmental action, unavailability of materials and/or other factors beyond the reasonable control of Grever & Ward.
6. All Grever & Ward work product prepared pursuant to this Proposal/Agreement, including, without limitation, drawings, specifications, original reproducible, manuscripts, whether in documentary form or electronically stored, ("Grever & Ward Documents") are the exclusive property of Grever & Ward. Grever & Ward Documents shall not be reused on other projects without the express prior written consent of Grever & Ward. Grever & Ward retains all rights, including copyrights to the Grever & Ward Documents. Client may use the Grever & Ward Documents solely in accordance with the terms of this Proposal/Agreement.
7. If Grever & Ward has started performing Services pursuant to this Proposal/Agreement and the work is abandoned, suspended or substantially modified by the Client, the Client shall pay Grever & Ward in full for all Services performed up to the date of Grever & Ward's receipt of notice of such abandonment, suspension or substantial modification of the work. If such suspended work is resumed within thirty (30) days, all of the terms and conditions of this Proposal/Agreement, including price and specifically excluding the completion dates, shall remain unchanged. If the work is resumed later than thirty (30) days after its suspension, including during a subsequent season or calendar year, Grever & Ward shall provide Client with a revised price and completion date proposal.
8. Grever & Ward shall have no liability arising out of or relating to the source material, land use restrictions or field services supplied or omitted by the Client. Any additional work or the costs associated with delays or interruptions in the progress of the work caused by inaccurate, faulty or unavailable data supplied or omitted by the Client which necessitates the redesign, remedial and/or other additional services by Grever & Ward shall be subject to additional charges to the Client by Grever & Ward. Grever & Ward shall have no responsibility to edit, test or verify data delivered to Grever & Ward by the Client. Grever & Ward may rely on the accuracy and completeness of all items submitted by or at the direction of the Client.
9. The Client and Grever & Ward agree to mediate claims or disputes arising out of or relating to this Proposal/Agreement before commencing litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or a dispute arises and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.



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10. This Proposal/Agreement is the entire and integrated agreement between the Client and Grever & Ward and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Proposal/Agreement only by a written instrument signed by the Client and Grever & Ward.

11. Neither the Client nor Grever & Ward shall assign this Proposal/Agreement without the prior written consent of the other.

12. The Client hereby agrees to indemnify, defend and hold Grever & Ward harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and all legal expenses or fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the project or this Proposal/Agreement, except that Grever & Ward shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Grever & Ward's negligent errors or omissions.

13. Prior to the commencement of any work pursuant to this Proposal/Agreement, the Client shall provide Grever & Ward with evidence of the Client's broad form comprehensive general liability policy with limits of at least \$1,000,000, specifically covering liabilities assumed by contract and naming Grever & Ward as an "additional insured".

14. To the fullest extent as permitted by law, Grever & Ward's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to this project or this Proposal/Agreement from any cause or causes including, but not limited to Grever & Ward's negligence, errors, omissions or breach of contract, shall not exceed the total fees to be received by Grever & Ward under this Proposal/Agreement. This limitation of liability shall apply to the Client's direct claims and to the Client's claims arising from third parties.

Proposal Valid Until: January 4, 2026

Authorized Date: _____

Proposal Date: December 4, 2025

Client

David G. Ward, President
Grever & Ward, Inc.