



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

CEMETERY PLANNING SINCE 1939

www.greverandward.com

PROPOSAL/AGREEMENT

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

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

PROPOSAL # 1 – ROAD LAYOUT

PROJECT **Sections L and M**
Road Construction – Horizontal Control
See Exhibit "A", attached

PLANNING SERVICES:

Item 1. Horizontal Control Points for Road Construction

The Planners (Grever & Ward, Inc.) will lay out approximately 20 construction control points for the horizontal control of the proposed new road for Sections L and M. Nail and washer combos, rebar or mag nails will be set flush to the ground using transit and steel tape. Locations to be as depicted on attached Exhibit "A". Critical control points will be established to preserve those marker locations.

The Planners will prepare a "Control Points Set Map" at a scale of 1"= 20' to aid the contractor in construction. All dimensions for points will be furnished, and all points will be shown as a solid circle (see Exhibit "A").

Total Cost, Item 1: \$3,750.00

Deliverables: Planners to provide three 24" x 36" copies of the control points set map. Digital files (PDF format) will be provided.

Anticipated Time to Complete: Layout to be completed before June 30, 2026, subject to weather. Verified points set map to be completed 4 weeks after the field layout.

Client to Provide:

- 1.) Layout sites are to be prepared in terms of any necessary clearing of trees, brush, surface rock, stump removal, fine grading and lawn preparation with established turf prior to the scheduled layout work. If sites are not suitably prepared at the time of the field layout work, additional time, travel and layout expenses may be required to complete the work.
- 2.) Information on any existing underground utilities, easements, wetlands or other land use restrictions.

Note: Requests that change the scope or extent of the work beyond the above description will be quoted as extra services in an addendum to this agreement.

Fee: Item 1: Three Thousand Seven Hundred Fifty Dollars (\$3,750.00)



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FIELD AND MAPPING 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 April 24, 2026.

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 reproductions, 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.

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.



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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.

15. Should any pandemic conditions warrant a postponement of travel, Grever & Ward will coordinate with the Client on a revised schedule or alternative approaches to completing the work.

Proposal Valid Until: May 24, 2026

Authorized Date: _____

Proposal Date: April 24, 2026

Scot C. Boniface

Client

Scot C. Boniface
Grever & Ward, Inc.

LEGEND

NAIL & WASHER, REBAR OR
MAG NAIL SET FOR HORIZONTAL
ROAD GEOMETRY

SECTION L ← → SECTION M

WOODS EDGE

WOODS EDGE

10' WIDE SERVICE PATH

POINT OF
INTERSECTION

VETERANS
MEMORIAL
(GARDEN)

10' WIDE ROAD

10' WIDE ROAD

PROPOSED ROAD
LAYOUT

EXISTING ASPHALT ROAD

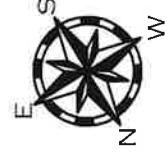
SECTION L ← → SECTION M

EXISTING ASPHALT ROAD

TO ENTRANCE

NOTES

- 1) HORIZONTAL ROAD GEOMETRY TO BE SET WITH 1" NAIL & WASHER WITH FLAGGING. FREQUENCY TO BE BASED ON EVERY 50'.
- 2) UNDERGROUND UTILITY LOCATIONS ARE NOT RECORDED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PLANNING AREA ARE SHOWN ON THIS DRAWING.



SCALE: 1"=60'-0"

GRAPHIC SCALE

0 10' 30' 60'

DRAWN BY: SCB 4-15-26
MAPLEWOOD, HENRIETTA NY-ROAD
JOB#44

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