

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and effective as of the 21 day of August, 2007 by and between Grever & Ward, Inc. (the "Contractor"), and Town of Weston, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut (the "Town"). In consideration of the mutual covenants set forth below, the sufficiency of which is hereby acknowledged, Contractor and the Town agree as follows:

1. Services by Contractor.

(a) **Scope of Work.** Contractor will perform services for the Town or for customers of the Town as set forth on Schedule A attached hereto (the "Services"). Contractor represents and warrants that Contractor has the technical capability, experience, equipment, and other resources necessary to provide the Services on a timely basis and in full compliance with this Agreement.

(b) **Performance.** Contractor will use Contractor's best skill, judgment and efforts to (i) timely perform the Services in a manner satisfactory to the Town and customers of the Town for whom Services are rendered, and (ii) timely perform Contractor's other obligations under this Agreement.

(c) **Compliance With Laws.** Contractor agrees, represents and warrants that all of Contractor's Services will be rendered in full compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements (including but not limited to any and all laws and regulations concerning safety and health such as The Occupational Safety and Health Act, as amended). Contractor shall promptly notify the Town if Contractor's Services fail in any way to comply with the agreement, representation and warranty set forth herein, or if it is alleged that Contractor's Services fail to comply with such agreement, representation and warranty.

(d) **Delegation.** Without the express prior written approval of the Town, Contractor may not delegate to any other person or entity the performance of any of Contractor's duties and responsibilities under this Agreement.

SCHEDULE A

SERVICES BY CONTRACTOR (SCOPE OF WORK)

PROJECT Site Feasibility Studies for Cemetery Use in the Town of Weston, CT
Five Sites: 'Library' Site, 'Jarvis' Site, 'Valley Forge' Site, 'LaChat' Site, Site 'X'

PLANNING SERVICES:

Item 1. Site Visitation, Inventory and Disclosure

- A. The Planners (Grever & Ward, Inc.) will visit each candidate site, inventorying as possible the attributes of each site, the surface and subsurface infrastructure of record, and the limitations of each site as related to the various physical interment services necessary to cemetery administration. Where appropriate, the Planners will interview sources of possible information that could influence each site.

A site visitation log and recording will be prepared for each site. As necessary, in the absence of graphic record of each site's physical features (i.e. dimensions, topography, related structures, etc.), the Planners will prepare a scaled reconnaissance survey for each site's surface features.

The Planners will be available for consultation while on site. Off-site consultation will be available by phone during all normal business hours and at other times by special prearrangement.

- B. On the basis of the site inventory process, the Planners will prepare a report for each site characterizing virtues and limitations, the service capability of each site to meet the needs of the Town of Weston, the predictable yield of interment products, and its potential for long term expansion.

Item 2. Production and Submittals

The Planners will provide a concise report for each site evaluating the merits and limitations of each site together with a graphic record of land form and dimension at a scale not smaller than 1"= 50'.

The Planners will provide a final representation and consultation in regard to the feasibility of the studied sites at a mutually agreeable date and time, at additional cost to be pre-determined.

Submittals: Preliminary submittal of documents will be provided; 6 copies will be provided for each site within 8 weeks after signed authorization to proceed. Final submittals, to include 10 copies of each site, will be submitted within 12 weeks after authorization to proceed.

Client to Provide: Timely review of reports and documents for both preliminary and final submittals.