

## CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective this 1st day of January, 2023 (the “Agreement Date”) by and between:

### “DISTRICT”

Name: Spring Mesa Metropolitan District  
Address: c/o Spencer Fane LLP, Attn: Nicole Peykov, 1700 Lincoln Street, Suite 2000, Denver, CO 80203  
Phone: (303) 839-3715  
Email: npeykov@spencerfane.com

### “CONSULTANT”

Name: NuStyle Landscape & Development LLC  
Address: 646 Bryant Street, Denver, CO 80204  
Phone: (303) 781-5616  
Email: mike@nustylelandscape.com  
Representative: Mike Moilanen

**DESCRIPTION OF WORK:** CONSULTANT shall provide landscape maintenance and snow removal services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter called the “SERVICES”) and in accordance with this Agreement. CONSULTANT may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES upon written consent of DISTRICT.

**TERM:** This Agreement shall commence on the Agreement Date and shall end on December 31, 2023.

**DESCRIPTION OF DISTRICT:** The DISTRICT is a quasi-municipal political subdivision of the State of Colorado. The DISTRICT confirms and agrees that the DISTRICT has authority to enter into this Agreement on its own behalf.

**COMPENSATION:** Charges for the SERVICES rendered shall be made in accordance with the rates set forth in **Exhibit A** and shall not exceed \$37,116.00 without the DISTRICT’S prior approval. Invoices shall be paid by the DISTRICT within 30 days of receipt subject to setoff regarding any SERVICES that are in dispute. Failure to make any payment when due may be deemed a material breach of this Agreement and will entitle CONSULTANT, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within

two (2) business days if made in writing to the other party by certified mail, email, facsimile, addressed to the regular business address of such party as identified above.

**DISTRICT RESPONSIBILITIES:** The DISTRICT shall make available to CONSULTANT all relevant information or data CONSULTANT requires to perform the SERVICES. CONSULTANT shall be entitled to reasonably rely upon the accuracy and completeness of all information and data the DISTRICT furnishes, including information and data originating with other consultants employed by the DISTRICT whether such consultants are engaged at the request of CONSULTANT or otherwise. Where such information or data originates either with the DISTRICT or its consultants then CONSULTANT shall not be responsible to the DISTRICT for the consequences of any error or omission contained therein.

When applicable, the DISTRICT shall arrange and make provision for CONSULTANT'S entry to public and private property as necessary for CONSULTANT to perform the SERVICES. Unless specifically required of CONSULTANT in the description of the SERVICES, the DISTRICT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the SERVICES so as not to delay CONSULTANT in the performance of the SERVICES.

**CONSULTANT RESPONSIBILITIES:** CONSULTANT shall furnish the necessary qualified personnel to provide the SERVICES. CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. CONSULTANT will be liable for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure CONSULTANT's performance. There are no other representations or warranties expressed or implied made by CONSULTANT.

In performing the SERVICES under this Agreement, CONSULTANT shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the DISTRICT.

The SERVICES performed by CONSULTANT shall be subject to the inspection and the review of the DISTRICT at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the SERVICES. CONTRACTOR shall be responsible for damage caused by its employees, agents, and subcontractors while performing the SERVICES. Labor and materials for the repair or replacement of said damages shall be provided and borne by CONTRACTOR.

**TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to the breaching party to remedy the breach. On termination of this Agreement, the DISTRICT shall forthwith pay CONSULTANT for the SERVICES performed to the date of termination. Non-payment by the DISTRICT of CONSULTANT's invoices within 30 days of CONSULTANT rendering same is agreed to

constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of CONSULTANT are terminated.

**LAWS, ORDINANCES, AND OTHER PUBLIC REGULATIONS:** CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES. CONSULTANT shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**DISPUTE RESOLUTION:** If requested in writing by either the DISTRICT or CONSULTANT, the DISTRICT and CONSULTANT shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the DISTRICT nor CONSULTANT shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** CONSULTANT will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this Agreement. CONSULTANT will refer any request for access to or correction of personal information that is made under statute to the DISTRICT and will comply with any directions from the DISTRICT respecting the access request, or respecting correction and annotation of personal information. CONSULTANT will, at reasonable times and on reasonable notice, allow the DISTRICT to enter its premises and inspect any personal information of the DISTRICT's that is

in the custody of CONSULTANT or any of CONSULTANT's policies or practices relevant to the management of personal information subject to this Agreement.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the DISTRICT and CONSULTANT relating to the SERVICES and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the DISTRICT and CONSULTANT. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**DISTRICT'S RIGHT TO STOP THE SERVICES:** If the CONSULTANT fails to correct SERVICES which is not in accordance with the Agreement, the DISTRICT may direct the CONSULTANT in writing to stop the SERVICES until the correction(s) is/are made.

**DISTRICT'S RIGHT TO CARRY OUT THE SERVICES:** If the CONSULTANT defaults or neglects to carry out the SERVICES in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the DISTRICT to correct such default or neglect with diligence and promptness, the DISTRICT may, without prejudice to other remedies, correct such deficiencies and the CONSULTANT shall pay the costs of such correction.

**COORDINATION:** The CONSULTANT shall coordinate and cooperate with any other consultants employed by the DISTRICT.

**INDEMNIFICATION:** CONSULTANT, its successors and assigns, will indemnify and hold harmless the DISTRICT, the DISTRICT's licensees, invitees, agents, successors, and assigns from any and all loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and reasonable attorney's fees, caused by, resulting from, or in any way arising out of any negligent, reckless, and intentional actions or inactions of CONSULTANT, its consultants, sub-consultants, employees, successors, and assigns related to this Agreement.

**TIME:** Time is of the essence herein.

**SEVERABILITY:** If any clause, provision, subparagraph, or paragraph set forth in this Agreement is illegal, invalid, or unenforceable under present or future applicable laws, then and in that event it is the intention of parties hereto that the remainder of this Agreement shall not be affected thereby.

**APPLICABLE LAW:** The terms and provisions contained in this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

**INSURANCE:** CONSULTANT shall purchase and maintain comprehensive general public liability and property damage insurance in an amount not less than \$2,000,000 per occurrence and in the aggregate as well as workers' compensation insurance in the amounts required by law. Such

policies shall name the DISTRICT as an additional insured and shall prohibit cancellation without thirty (30) days' notice to the DISTRICT. CONSULTANT will furnish the DISTRICT, within ten (10) days of receipt of a written request for the same, written verification from the insurance carrier for CONSULTANT that such coverage is in full force and effect. If CONSULTANT fails to supply such written verification within such ten-day period, the DISTRICT shall be entitled to stop all SERVICES by CONSULTANT without any liability therefore.

**APPROPRIATIONS:** Pursuant to C.R.S. Section 24-91-103.6(2), the DISTRICT has appropriated sufficient funds to pay the amounts due under this Agreement. There shall be no change orders or other form of order or directive by the DISTRICT requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement unless CONTRACTOR is given written assurance by the DISTRICT that lawful appropriations necessary to cover the additional work have been made.

**INDEPENDENT CONSULTANT:** It is the express intention of the DISTRICT and CONSULTANT that the relationship created between them is that of employer-independent Consultant. An agent, employee, or servant of CONSULTANT shall never be or deemed to be the employee, agent, or servant of the DISTRICT. The DISTRICT is interested only in the results obtained from this Agreement. The manner and means of conducting the work are under the sole control of CONSULTANT. The DISTRICT will not withhold any taxes or other amounts from any compensation paid to CONSULTANT. The payment of any and all federal, state, and local taxes or other required withholdings shall be the sole responsibility of CONSULTANT. CONSULTANT is not entitled to Worker's Compensation benefits or unemployment insurance benefits.

No Worker's Compensation insurance shall be obtained by the DISTRICT concerning the CONSULTANT or its agents, employees or servants. CONSULTANT shall comply with applicable workers' compensation law concerning itself and its agents, employees, and servants and shall upon request, provide to the DISTRICT a certificate of Workers' Compensation Insurance.

**NO WAIVER OF GOVERNMENTAL IMMUNITY:** The parties hereto understand and agree that the DISTRICT is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the DISTRICT.

The parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

***[Remainder of page intentionally left blank]***

**DISTRICT:**  
SPRING MESA METROPOLITAN DISTRICT,  
a quasi municipal corporation and political  
subdivision of the State of Colorado

DocuSigned by:  
*Mark Entman*  
3EF537FAB6BB441...  
\_\_\_\_\_  
President

ATTEST

DocuSigned by:  
*Wayne Harris*  
49CF87F7EE784D1...  
\_\_\_\_\_  
Secretary

**CONSULTANT:**  
NuStyle Landscape & Development LLC

By: DocuSigned by:  
*MIKE MOILANEN*  
BFC6992FD24D404...  
\_\_\_\_\_

Name: MIKE MOILANEN  
\_\_\_\_\_

Its: President  
\_\_\_\_\_

**Exhibit A**



646 Bryant Street Denver, CO 80204

**LANDSCAPE MAINTENANCE SERVICES**

**SCHEDULE OF COSTS**

As per specification prepared by Spring Mesa Metropolitan District, Metco Landscape Inc. ("Contractor") proposed to perform Grounds Maintenance Operations from **January 1, 2023 through December 31, 2023.**

**Total Contract Price \$37,116.00 (\$3,093.00 per month January 2023 - December 2023)**

**Hourly Rates\*, Additional Work:**

Foreman with truck, per hour	<u>\$70.00</u>
General Labor, per laborer, per hour	<u>\$65.00</u>
Laborer with equipment, per hour	<u>\$90.00</u>
Irrigation Technician, per hour	<u>\$90.00 + materials</u>
Irrigation laborer/helper, per hour	<u>\$65.00</u>
Backflow Testing, per site	<u>\$(11) Backflows @ \$150.00 Ea. =\$1,650.00</u>
Chemical Application, per hour	<u>\$135.00 + materials</u>
Emergency Call (2 hour minimum)	<u>\$125.00 P/H</u>

\*Billable time rounded to the nearest 1/2 hour

\*Mobilization costs, portal to portal, will be included in the hourly services for each visit

\*Dump fees, material costs, and equipment fees will be added to invoices as applicable



\*Emergency Calls should only be made to prevent damage to person or property (including but not limited to continuously running water). An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8am to 5pm and holidays.

### **BED MAINTENANCE**

Bed areas shall be kept reasonably free of weeds using chemical or mechanical control. Tree and shrub basins shall be maintained free of grass and weeds. Weed control will be applied as follows: in the spring, a pre-emergent application will be made in all lawn and rock mulch areas. In the fall, a chemical treatment will be made in all turf areas.

All landscaped areas shall be inspected on the day of service and any debris or litter will be removed. Natural or landscape debris shall be removed as necessary to present a clean appearance.

### **FERTILIZATION**

Sodded grass shall be fertilized 3 times per season with a well-balanced fertilizer. Non-Phosphorous fertilizer shall be used where irrigation is by treated effluent. The first application shall consist of 1/2 pound of nitrogen per 1,000 square feet with at least 40% of nitrogen being slow release. This application shall contain a pre-emergent herbicide to control annual grassy weeds. Each subsequent application shall be one pound of nitrogen per 1,000 square feet with at least 40% slow-release nitrogen and at least 1% iron. All fertilizer shall be blown from sidewalks to minimize staining.

### **AERATION**

All sod areas will be aerated in the spring and fall. Prior to aeration, the Consultant shall flag all sprinkler heads and valve boxes to prevent damage. Plugs shall be left on turf to assist in breaking down thatch. Additionally, Consultant shall aerate selective areas near the end of the growing season. Selective areas shall include south facing slopes, heavy use areas and areas of unusually tight soil.

### **MOWING and GRASS CARE**

Grass care shall consist of a complete program of mowing, irrigation, fertilization, and herbicide application to always maintain healthy turf.

### **SODDED AREAS**

Turf areas shall be mowed every four to seven days to maintain a turf height of approximately 2 3/4 - 3 inches during the growing season. All clippings shall be removed from walks and drives. As described in the attached map.

### **NATURAL AREAS**

Non-irrigated natural areas shall be mowed on request of the District and as displayed in the MAP PROVIDED

BY THE DISTRICT (Frequency of mows consist of five times for high visible native areas and three times for native located behind houses as noted on the map).

### **TRIMMING**

All grass areas not cut by mowers shall be trimmed to provide a well-groomed appearance.

### **EDGING**

Edging shall be performed along both side of walkways at least monthly. Should more frequent edging be required to maintain a well-groomed appearance; such edging shall be performed.

### **UNUSUAL CONDITIONS**

Whenever the Consultant observes any condition which it believes may be detrimental to healthy turf growth, such conditions shall be immediately brought to the District's attention along with a recommendation of corrective action.

### **TREE AND SHRUB CARE**

Pruning shall be performed consistent with reasonable industry standards to provide a well-groomed appearance. The Consultant shall perform esthetic pruning of all deciduous and evergreen shrubs. Flowering shrubs will be pruned once in fall after blooming. Evergreen and non-flowering shrubs will be pruned **two (2) times** during the growing season. Pruning will be scheduled and performed pursuant to environmental conditions as the Consultant deems necessary in order to provide a well-groomed appearance. The Consultant will provide recommendations to the District if environmental conditions warrant additional pruning cycles. Additional pruning cycles will be performed upon approval from the District at the hourly rates as outlined herein.

Nuisance growth, including suckers, from shrubs and trees will be pruned as needed during the growing season to maintain reasonable access on walkways and parking areas.

Trees will be pruned as needed to maintain sidewalk and roadway clearance up to a height of 10'. Debris resulting from pruning operations shall be collected and removed by Consultant at the time of pruning.

Structural, renewal, deadwood, or corrective pruning, is not included in this Agreement. These services are available at the hourly rates as outlined herein.

Chemical insect control by spraying, injection, or granular applications are not included in this Agreement. Fertilization by spraying, injection or granular applications are not included in this Agreement. These services are available at the hourly rates as outlined herein.

Dead trees and shrubs will be removed after notification from the District and will be billed at the hourly rates as outlined on "Exhibit A".

### **INSECT CONTROL**

Appropriate chemicals applied to all trees as recommended by sub-consultant HSI (Martha LeCaptain) in the spring prior to spring flight to protect evergreens. Spraying shall occur again during the summer and once in the fall of all trees (evergreen and deciduous) and shrubs with timing as determined by HSI. The cost of this service will be proposed separate from the based contract.

**DEAD PLANT MATERIALS**

All dead plant materials shall be removed and properly disposed off-site within one week of determination of death. Consultant shall immediately provide a quote to replace such plants.

**WEED CONTROL**

Weeds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be in compliance with all County, State and Federal guidelines. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

**IRRIGATION MANAGEMENT AND OPERATIONS**

Consultant shall activate the irrigation system in the spring, in accordance with any governmental restrictions and regulations when the environmental conditions allow or when agreed upon by the District and Consultant.

Consultant shall inspect the irrigation system to ensure proper operation. Pattern adjustments and controller programming will be performed as the Consultant deems necessary. Watering schedules shall be set in accordance with governmental restrictions and regulations, irrigation system capabilities, and reasonable industry standards.

Irrigation system repairs are not included as a part of this Agreement. This includes raising or lowering heads, clearing of plugged lines, and replacement of broken or missing heads due to circumstances other than those related to the services of the Consultant in the Agreement. Other services that are not included: backflow certification, design, irrigation system evaluation, valve location, electrical work, and anything that requires digging or excavation.

Irrigation system repairs shall be performed as needed at the hourly rates listed above, plus materials and additional equipment costs, if required.

In the event of an after-hours irrigation emergency, call (720) 333-2155. Emergency irrigation issues will be addressed within 4 hours of reported damage and billed at the emergency hourly rates as outlined herein.

Non-emergency irrigation will be repaired within three (3) business days of reported damage.

All repairs to the irrigation system will be billed to the District and not to any third parties. The District is responsible for collecting on third party claims.

Consultant shall winterize the irrigation system in the fall, in accordance with any governmental restrictions and regulations, prior to November 1st or when agreed upon by the District and Consultant.

Wrapping the above ground backflow prevention devices prior to winterization is not included in the Agreement. The Consultant will wrap above ground backflow prevention devices upon the District's approval at \$75.00 per device.

Initial here for approval: \_\_\_\_\_

Testing backflow prevention devices is not included in the Agreement. The Consultant will test backflow prevention devices upon the District's approval at **\$150.00 per device**.

Initial here for approval: \_\_\_\_\_

Municipal/City fees are not included as a part of this service and will be billed to the District. Except as provided herein, repairs are not included as a part of this service and shall be performed at the hourly rates as outlined herein.

**WINTER SEASON SERVICES**

Weekly policing or observations of landscaped areas November through March are not included in this Agreement.

Monthly site inspections of the premises December through March are not included in this Agreement.

**MISCELLANEOUS SERVICES**

Flower design, installation and maintenance are not included as a part of this Agreement. This service is available through a separate Color Management Agreement upon request of the District.

**SYSTEM REPAIRS**

The Consultant shall be responsible for repairs of all sprinkler system damage which are the result of its operations. Minor irrigation system repairs shall be performed as part of the basic services and the District shall be billed on a time and materials basis. Major irrigation system repairs which are not the responsibility of the Consultant shall be approved by the District and billed on a time and materials basis. Such work may include clearing of plugged lines, relocation of the system, system additions, locating valves and clock or electrical work. Prior to the initiation of such work, written approval must be obtained from the District.

**ACTIVATION OF IRRIGATION SYSTEM**

Each spring on a date to be determined by the Consultant to be after the last hard freeze, the irrigation system shall be activated. Any system damages which have resulted from improper shutdown the previous fall shall be repaired at the expense of the Consultant. System damages caused by other than system shutdown will be brought to the attention of the District and approved before initiating work. Consultant shall at all times endeavor to operate the irrigation system in a manner to conserve the water resources of the District.

**WINTER SERVICES**

During the winter months the Consultant shall provide the following landscape maintenance services:

**WINTER WATERING:**

Should there be extended periods of drought which may lead to plant or tree stress, such plants and trees shall be watered as determined by the Consultant with prior written approval of the District, the services are to be provided by Cutting Edge (Jeff Player) and the timing shall be coordinated with the District. Should there be extended dry periods during the winter, with prior approval of the District, the turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants at additional fee, billed separately.

**WINTER WATERING TURF**

Turf shall be watered so far into the fall as weather will permit. Should there be extended dry periods during the winter, with prior approval of the District, the turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants at additional fee, billed separately.

**TRASH PICKUP**

The Consultant shall pickup and remove trash from the garbage cans located on site per the following:

- **Summer (May through October):** Each week before mowing the Consultant shall pick up the garbage in the garbage cans and replace a new trash bag in can. Trash will be removed from the site by the Consultant.
- **Winter (November through April):** During the winter months, the Consultant shall pick-up trash from all garbage areas bi-monthly and replace a new trash bag in can. Trash will be removed from the site by Consultant.

**INSPECTION FOR DAMAGE**

At all times, the Consultant shall be alert for damages to plant stock, trees, turf, and ground cover regardless of cause; including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance or storm damage. When such is identified, the Consultant shall immediately notify the District of the condition and recommend corrective action.

**FALL CLEANUP**

Leaf Removal: Leaf removal will occur once initially in October or November with one major clean up to complete the process no later than December 15<sup>th</sup>, weather permitting.

**PLANT DEBRIS REMOVAL:**

Remove plant debris, such as pine needles and seed pods, from all landscape areas. Walks, driveways, and streets will be swept or blown free of plant debris.

**2022-2023 REMOVAL RATES**

PROPERTY NAME		ATTN	
ADDRESS		CITY	

**2022 - 2023 STANDARD RATES**

PLOW	\$115.00	HR	HAND SHOVEL	\$62.00	HR	ICE MELT	\$0.89	LB
SNOW BLOWER	\$75.00	HR	ATV	\$90.00	HR	ICE SLICER	\$285.00	TON
DUMP TRUCK	\$200.00	HR	BOBCAT	\$185.00	HR	SAND/ SALT	\$220.00	TON
LOADER	\$285.00	HR	HAUL OFF	T&M	VARIES	SAND	\$165.00	TON
SNOW RATOR -WALKS	\$85.00	HR	HEAVY EQUIPMENT	\$285.00	HR	CURB STAKING	\$75.00	HR

**2022 - 2023 EMERGENCY / BLIZZARD RATES**

PLOW	\$150.00	HR	HAND SHOVEL	\$75.00	HR	ICE MELT	\$1.25	LB
SNOW BLOWER	\$85.00	HR	ATV	\$110.00	HR	ICE SLICER	\$350.00	TON
DUMP TRUCK	\$250.00	HR	BOBCAT	\$210.00	HR	SAND/ SALT	\$250.00	TON
LOADER	\$320.00	HR	HAUL OFF	T&M	VARIES	SAND	\$205.00	TON
SNOW RATOR -WALKS	\$110.00	HR	HEAVY EQUIPMENT	\$350.00	HR	CURB STAKING	\$75.00	HR

**NOTES**

- Please note, each project will have a separate SNOW contract from Nu Style. Snow contract will and must be signed prior to any snow removal work.
- All hourly Rates are a 1 HR minimum and will include drive time to project. Time ends when crews complete all snow removal. All services to be per hour with 1 hour minimum.
- Emergency and rates are any storm on holidays such as Thanksgiving, Christmas Day, New Years Day and Easter.
- Blizzard rates are any storm over 12" in a 24/ HR period.
- Nu Style is NOT RESONSIBLE for any slip and falls due to non-calls or areas where no snow removal is not part of scope of work such as PLOW ONLY contracts or NO ICE MELT contracts.
- Any mobilizations of equipment to sites will be billed as T&M at the rates listed above.
- We are NOT responsible for any damage to landscape, concrete, curbs, stairs, curb stops or any other items that may be damaged during heavy snowstorms or storms that may pile up and objects cannot be seen.
- Any snow or snow piles that must be hauled off or requested to be hauled off will all be billed out as T&M.
- Nu Style will NOT remove snow from drive aprons and will remain two (2) feet from all garage doors.
- Snow removal on Thanks Giving Day, Christmas, New Years Day and Easter will be charged 1.5 times of normal rates

**SNOW TRIGGERS / START TIMES**

Please select below when you would snow removal to start (Trigger)

WALKS TO BE CLEARED AT	TRACE	1	2	3	4	6
DRIVES / LOTS / PARKING AREAS TO BE CLEARED AT	TRACE	1	2	3	4	6
ICE SLICER - YES OR NO	YES	NO		PER REQUEST		
ICE MELT - YES OR NO	YES	NO		PER REQUEST		

**CLIENT NOTES**


**ACCEPTANCE**

DATE		SIGN	
NAME		TITLE	
EMAIL		PHONE	