

CUTTEN ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING AGENDA
January 22, 2026, 5:30 pm
Ridgewood Commons
2060 Ridgewood Drive Cutten, CA 95503

1.0 CALL TO ORDER/FLAG SALUTE

2.0 CONSENT AGENDA

3.0 VISITOR COMMENTS ON NON-AGENDA ITEMS

The Board reserves the right to limit speakers to three minutes only. The Board may comment, but cannot take action at this time. The Board President may refer the matter to the Superintendent for review, if appropriate.

4.0 INFORMATION / POSSIBLE ACTION ITEMS

4.1 Discussion/Consider Approval 2025-2026 Interdistrict Attendance Agreement

4.2 Discussion/Consider Approval Change Order #15 Path of Travel \$17,794.74

4.3 Discussion/Consider Approval of Change Order #13 Extra Fencing \$25,162.23

5.0 BOARD MEMBER COMMENTS / COMMUNICATION

6.0 PUBLIC COMMENT ON CLOSED SESSION ITEM

7.0 CLOSED SESSION

7.1 *PUBLIC EMPLOYMENT (GC § 54957)*

Agency Negotiator: Board President

Title: Classified Employee

7.2 *PUBLIC EMPLOYMENT (GC § 54957)*

Agency Negotiator: Board President

Title: Classified Employee

7.3 *CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)*

Agency Negotiator: Becky MacQuarrie

Name of organization representing employees: Humboldt Bay Teachers Association

8.0 RECONVENE TO OPEN SESSION

9.0 ADJOURNMENT

NOTICE: Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, which is distributed to all or a majority of the members of the governing board by any person in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at Ridgewood School, 2060 Ridgewood Drive, Eureka

**INTERDISTRICT ATTENDANCE
AGREEMENT**
Effective July 1, 2025

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600 *et seq.* The parties agree to the terms of this Agreement through June 30, 2026. This Agreement affects student enrollment upon district board approval of this Agreement and through the 2026-2027 school year.

I. RECITALS:

- A.** California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B.** California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C.** California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D.** Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E.** This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on layoffs, usually at their February board meetings.
- F.** This Agreement establishes deadlines for interdistrict transfers. The parties recognize that a countywide information dissemination campaign will be critical to this Agreement’s success.

G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member(s), older sibling(s) previously attended the school, and others.

II. TERM OF AGREEMENT:

This Agreement shall take effect for each party on July 1, 2025 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2026. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement.

III. DEFINITIONS:

Active Military Parent: An “active military duty parent” means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State Guard on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

Capacity: A district's determination of the space and resources it has available for students.

Capacity Determination (for purposes of establishing a waitlist): A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

Current year request: A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

Denial: For purposes of appealing to the county board of education, a “denial” is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A “denial” shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines established by the district.
2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the governing board of the school district.

3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence

District of Proposed Enrollment or “DPE”: A school district other than the school district in which the Parent of a pupil resides, and in which the Parent of the pupil intends to enroll the pupil through an interdistrict transfer.

District of Residence or “DOR”: A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

Enrollment Window: The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

Future year request: A request for interdistrict transfer received up until 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

Hardship: Extreme difficulty or suffering.

Interdistrict transfer or “IDT”: Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

IDT Permit: The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re- apply for each school year.

IDT Request: The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Enrollment for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

New Sibling Requests: Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

Parent: The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

Reasonable Enrollment Activities: Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student

and/or Parent's needs. "Reasonable enrollment activities" include a discussion with the District of Residence's school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

Renewals: A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

School-level transitions: Transitions from one grade span to another, based upon the District of Residence's transitions, e.g. elementary school to middle school, or middle school to high school.

Victim of an act of bullying: A "victim of an act of bullying" means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

IV. INTERDISTRICT TRANSFER REQUESTS:

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

**A. Preferential Enrollment ("Priority One Open Enrollment Window"):
Requests for an IDT for the Future School Year Received from
December 1 through February 1**

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st by 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1st.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One Open Enrollment Window (or 5 school days from receipt of the

approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the DPE's decision.

4. Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above.
5. A DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above).

B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year

IDT Requests received from a Parent for the current school year, and for the future year received after the February 1 enrollment window, will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
3. Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
4. Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.
5. The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

C. Wait Listed Students for the Upcoming Year

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its waitlist, or 7% of the school's total enrollment from the waitlist, whichever is greater. The waitlist must be established at the time of the DPE's lottery or capacity determination.

V. STATUTORY PREFERENCES:

Notwithstanding the foregoing, regardless of when the following requests are made, these preferences exist outside of the timeframes set forth above.

A. Victims of Bullying

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

B. Children of Active Military Service Men and Women

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

C. Effect of DPE Accepting Such Students

A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying or a child of active military service men or women shall accept all pupils who apply to transfer under these statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220 of the Education Code, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.

VI. APPEALS:

Parents have a right to appeal to the Humboldt County Office of Education ("HCOE") when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE's Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE.

Failure to appeal within the required time is good cause for denial of an appeal.

Students who are under consideration for expulsion, or who have been expelled pursuant to California Education Code sections 48915 and 48918, may not appeal interdistrict attendance denials or rescissions while expulsion proceedings are pending, or during the term of the expulsion.

Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See "definitions" above for the definition of a denial.

Provisional Enrollment in DPE Pending Appeal: The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education ("HCOE"), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to California Education Code section 48200, he or she shall enroll in the DOR or in another educational program.

Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

VII. REVOCATIONS:

Neither a DOR nor a district that has accepted a student on an interdistrict transfer may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the district that has accepted a student on an interdistrict transfer or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

VIII. CHANGES IN LAW:

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as

if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

IX. COMMUNICATIONS AND PUBLIC AWARENESS

In order to maximize awareness of the interdistrict transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

ATTACHMENT A: LIST OF PARTIES
ATTACHMENT B: IDT REQUEST
FORM

For Each Party:

_____ School District

Signature of Superintendent and Date:

Board approval:

Date: _____



PCO #15

Adams Commercial General Contracting, Inc.
339 2nd Street
Eureka, California 95501
Phone: (707) 443-6000
Fax: (707) 268-8381

Project: - RWS2 (Ridgewood Elementary Mod., Ph. 2)
2060 Ridgewood Drive
Eureka, California 95503

Prime Contract Potential Change Order #15: ADA path of travel replacement

TO:	Cutten Elementary School District 4182 Walnut Drive Eureka, California 95503	FROM:	ACGC, Inc. 339 2nd Street Eureka, California 95501
PCO NUMBER/REVISION:	15 / 0	CONTRACT:	1 - Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Travis Manning (ACGC, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	1/9/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Unit/Quantity Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$17,794.74

POTENTIAL CHANGE ORDER TITLE: ADA path of travel replacement

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
ADA path of travel along the west side of the playground.

ATTACHMENTS:

[ACGC P-198-2025 \(1\).pdf](#)

#	Budget Code	Description	Qty	Units	Unit Cost	Pre-Markup Subtotal	O&P (15.00% Includes Cost Type (5))	O&P (10.00% Includes Cost Type (1))	Subtotal	
1	53600.S Subcontractors	Alves per attached proposal	1.0	ls	\$4,150.00	\$4,150.00	\$0.00	\$415.00	\$4,565.00	
2	55100.L Labor	ACGC Labor to form and pour 80'x4'x5" (Laborer)	16.0	hours	\$115.85	\$1,853.60	\$278.04	\$0.00	\$2,131.64	
3	55100.L Labor	ACGC (Cement Masons) labor to form and pour 80'x4'x5" POT	42.0	hours	\$128.40	\$5,392.80	\$808.92	\$0.00	\$6,201.72	
4	50400.M Materials	ACGC Materials Concrete	7.25	cy	\$185.00	\$1,341.25	\$201.19	\$0.00	\$1,542.44	
5	50400.M Materials	ACGC Materials Rebar	650.0	lf	\$1.20	\$780.00	\$117.00	\$0.00	\$897.00	
6	50400.M Materials	ACGC Forms	1.0	ls	\$344.00	\$344.00	\$51.60	\$0.00	\$395.60	
7	50900.E Equipment	Pump Truck	1.0	ls	\$1,150.00	\$1,150.00	\$172.50	\$0.00	\$1,322.50	
						Subtotal:	\$15,011.65	\$1,629.25	\$415.00	\$17,055.90
								Bond (1.50%):	\$255.84	
								Insurance (2.79%):	\$483.00	
								Grand Total:	\$17,794.74	



PCO #15

Cutten Elementary School District
4182 Walnut Drive
Eureka, California 95503

ACGC, Inc.
339 2nd Street
Eureka, California 95501

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

1/12/2026



ALVES INC.

A, B, C39, &C61/D24 Contractor
4200 West End Road
Arcata, CA 95521

Phone 707-825-4725 * Fax 707-825-4727
www.thinkalvesinc.com * Lic. #739085

PROPOSAL

PAGE 1 of 1

TO:

ACGC

will@acgcinc.com

CONTACT PHONE	DATE
	1/6/2026
JOB NAME & LOCATION	
2060 Ridgewood Drive, Eureka	
JOB NUMBER	JOB PHONE
P-198-2025 - Change Order	

We hereby submit specifications and estimates for the following: (may be continued on subsequent pages, see page numbering above)

Change Order:

Saw cut ends and remove asphalt walkway, approx. 80'x4'x10" deep.
Place and compact 5" thick gravel base only.

\$4,150.00

NOTE: ACGC to pour remaining 5" thick concrete.

SWA : conc. side walk is typically 4" thick

SWA : elimination of sign pole & foundation and mounting to existing Basketball hoop

Owner agrees to all stipulations of "Notice to Owner" (on reverse) and the enclosed Information Sheet.

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

FOUR THOUSAND ONE HUNDRED FIFTY DOLLARS

dollars (\$ **4,150.00**)

Payment to be made as follows:

Monthly billing.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized _____ Alves Inc. Representative Signature Only
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **10** days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Signature:

Date of Acceptance: _____



PCO #13

Adams Commercial General Contracting, Inc.
339 2nd Street
Eureka, California 95501
Phone: (707) 443-6000
Fax: (707) 268-8381

Project: - RWS2 (Ridgewood Elementary Mod., Ph. 2)
2060 Ridgewood Drive
Eureka, California 95503

Prime Contract Potential Change Order #13: Additional Fencing

TO:	Cutten Elementary School District 4182 Walnut Drive Eureka, California 95503	FROM:	ACGC, Inc. 339 2nd Street Eureka, California 95501
PCO NUMBER/REVISION:	13 / 0	CONTRACT:	1 - Prime Contract
REQUEST RECEIVED FROM:	Frederick Bauer (Studio W Architects)	CREATED BY:	Travis Manning (ACGC, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	1/7/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Unit/Quantity Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$25,162.23

POTENTIAL CHANGE ORDER TITLE: Additional Fencing

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
Owner Requested pricing for additional fencing.

ATTACHMENTS:

[Ridgewood School 67' Fencing Estimate - Local Mow Man.pdf](#)

#	Budget Code	Description	Qty	Units	Unit Cost	Pre-Markup Subtotal	O&P (15.00% Includes Cost Type (5))	O&P (10.00% Includes Cost Type (1))	Subtotal	
1	53600.S Subcontractors	Materials and labor for additional fencing per attached proposal	1.0	ls	\$21,925.00	\$21,925.00	\$0.00	\$2,192.50	\$24,117.50	
						Subtotal:	\$21,925.00	\$0.00	\$2,192.50	\$24,117.50
									Bond (1.50%): \$361.76	
									Insurance (2.79%): \$682.97	
Architects Response: 1. Price seems high, GC responded that price has been vetted Studio W, FB, 01.14.26									Grand Total: \$25,162.23	

Cutten Elementary School District
4182 Walnut Drive
Eureka, California 95503

ACGC, Inc.
339 2nd Street
Eureka, California 95501


1/12/2026

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



Ridgewood Elementary School
2060 Ridgewood Dr
Eureka, CA 95503

Step #1: check services that you want
Step #3: Print your name after signing

Step #2: accept and sign at bottom of estimate
Step #4: Click accept proposal

Service Name	Estimate Description	Amount
Installing A Fence		21925.00
INCLUSIONS		
<ul style="list-style-type: none"> Furnish and install 267 LF of 6' high ornamental fencing. Panels to have 3 1 3/4" rails with 1" pickets. Post to be 2.5" sq per spec 323118 2.4 - 2. Ornamental fencing and gate footings per detail 4/A10.23. Demo of existing 67' of chain link fencing 		
EXCLUSIONS		
<ul style="list-style-type: none"> Concrete mow band at fence per 15/A10.13 (none shown on plan sheets). GPR scanning for underground utilities. Location of any existing irrigation to be provided by the school district. 		
	Subtotal	\$21,925.00
	Total	\$21,925.00

DIR Number: 1000823943
 CA Lic C-27 & C-13: 1079969
 C.A. SB Cert: 2028344
 UEI: SNNTBS3ZN9X5

Clean Up & Install Agreement

The following agreement applies to any and all one-time clean up or installation jobs done by Your Local Mow Man.

Deposit/Progress Payment Schedule

The customer understands that any job over \$1,000, Your Local Mow Man will require 50% of the total job amount, upon ordering of the materials for the project. An additional 35% of the total job amount will be owed when we have surpassed 50% completion of the project. The remaining balance (15%) will be due upon project completion of the project. The customer also understands that a deposit of 15% of the total project cost or \$1,000, whichever is less, will be due before the project can be scheduled. The customer understands that the initial deposit that is due to schedule the project is non-refundable deposit that is due to hold their place on our schedule. If the customer authorizes a charge on a credit card, there will be added a 2.9% credit card fee. If a project is under \$6,000, Your Local Mow man will require 85% of the cost on commencement of the project.

Left Over Materials:

The contractor owns any left over materials at the end of the project.

Cancellation of Agreement

The client understands that once their agreement is signed, they have three business days to cancel this said agreement or the client could be liable for damages per California Civil Code 1689.7.

Auto-Pay and Card on File

Your Local Mow Man will need a card on file before we can begin/continue service. This card will be used for auto-pay purposes when the job is complete or for progress payments in specific circumstances. Once the card number is entered into our system, the CVC, and first 12 digits are hidden from any account representative (including the owner), so that the card's information can be stored securely. If this agreement is being sent to a commercial customer, then the card on file does not apply.

Service Schedule

Dates/Times are estimated and not set in stone--existing projects with other customers may be extended for unforeseen reason which result in Local Mow Man's estimated schedule start dates to be adjusted for their customers. If there is a conflict with the schedule that

permits pushing a job forward or backwards, the customer will be notified in advance. The customer has within 48 hours of the time that the job was finished to request any touch up work. After that time-line, all sales are final.

Initial Scope of Work

The Customer understands that this quote is based on the initial interaction/conversation with the customer. Any changes to the quote will revert in a price change to the final amount. Any changes should be made within 72 hours of the job starting, and a written approval of the new subject amount will be needed before the changes can take place. ANYTHING NOT IN WRITING ON THIS QUOTE WILL NOT BE INCLUDED IN THE JOB. PLEASE REQUEST CHANGES TO THE QUOTE IF THERE IS SOMETHING YOU WOULD LIKE ADDED. **ANY CHANGE ORDERS ADDED ONTO THE PROJECT AFTER THE INITIAL SIGNING OF THE ORIGINAL AGREEMENT WILL REQUIRE THAT THE CHANGE ORDERS BE PAID IN FULL BEFORE PROCEEDING.**

Late Fees

This quote is valid for the next 30 days, after which prices may be subject to change. Payment is due upon receipt. If payment is not made within 14 days of receipt, the customer authorizes a charge of the credit card on file with a 2.9% credit card charge. Any residential customer that does not pay their bill within 30 days of receipt will be subject to a 10% late fee on their invoice, and 10% will be added on for every subsequent month following the receipt. By signing this quote and/or providing a deposit (if necessary), you are authorizing Your Local Mow Man to provide the service(s) presented here in this quote. All deposits will be non-refundable if the client wishes to cancel this said agreement. The customer will be responsible for any attorney/legal/debt collection agency fees associated with legal action that will have to be taken to remit payment for a past-due invoice.

Unforeseen Work Site Conditions Clause

If concealed or unknown conditions, including, but not limited to, surface, subsurface, and/or site environmental conditions, which affect in whole or in part, the performance of the Work, then the Contractor shall stop work and give notice by verbal or by the "Change Order Form" to the Owner before conditions are further disturbed. The customer shall either sign the Change Order Form OR if the customer is not present, deliver to our staff a written confirmation of the change order. The Agreement (e.g., costs, prices, schedule, etc.) shall be adjusted and revised for the customer's review. Examples of this include, but are not limited to, items under brush that have to be moved and worked around, concrete/other items in tall grass that our mowers could run into, cords running through shrubs that are not made aware of beforehand, that our hedge trimmers could cut.

Objects in the Yard

If there are any in-organic materials in the project that were not made aware of before hand, that damage our equipment, a \$120 fee will be applied to the final invoice at the end. Any damage to our mowers for undisclosed objects in the ground will result in the customer and contractor splitting the cost of repairs, 50/50. If there are any in-organic objects inside of trees that we are cutting, that are not made aware of before hand, that dull, break, or damage our equipment/chain(s), an \$85 fee will be applied to the final invoice.

Photo Release Clause

I hereby grant permission to Your Local Mow Man to take photographs of my property, including the yard, and to use and publish these photographs for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I release Your Local Mow Man from any and all claims and demands that may arise in connection with the use of the photographs, including without limitation any claims for invasion of privacy or defamation. This release is binding on me, my heirs, and assigns. The customer understands that we will not publish any areas that will allow for identification of the property and its address.

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Thank you for your business! Sign below to accept your quote.