

**REQUEST FOR PROPOSAL  
FOR:**

**24-HOUR UNARMED UNIFORMED  
SECURITY GUARD SERVICES**

**Between**

**Contractor: \_\_\_\_\_**

**&**

**Kedren Community Health Center, Inc.  
dba: Kedren Acute Psychiatric Hospital and  
Community Mental Health Center**

**Service Locations:**

**4211 S. Avalon Boulevard Los  
Angeles, CA 90011  
(323) 233-0425**

**710 E. 111<sup>th</sup> Place  
Los Angeles, CA 90059  
(323) 432-5071**

**3800 S. Figueroa Street  
Los Angeles, CA 90037  
(213) 745-7320**

**4322 S. Western Ave.  
Los Angeles, CA 90062-1648  
(323) 920-0490**

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Kedren Community Health Center, Inc. invites you to submit a proposal to provide Unarmed Security as detailed in the attached Scope of Work. Successful bidder must be able to provide 24-hour, uninterrupted unarmed security guard services as described in the Scope of Work.

### **Agency Description**

Kedren Community Health Center, Inc., 50 years experience providing programs and services that address the diverse mental health, educational, prevention, wellness and resource needs of the community, is recognized as a leader in delivering quality mental health, and family-focused services.

Our staff of nearly 400 embraces a “do what it takes” approach to achieving positive outcomes, building stronger, healthier communities.

Kedren Community Health Center, Inc. (Kedren) is a private, nonprofit, public benefit, 501 (c) (3) corporation doing business as: Kedren Acute Psychiatric Hospital & Community Mental Health Center (KCMHC). Our programs serve almost 10,000 children, adolescents, adults and families annually. We have six (6) locations specializing in the delivery of mental health focused services to consumers in Service Planning Area Six, including an acute psychiatric hospital serving 55 adults (18 and up), and 17 children from (5-12) years of age.

Kedren is funded through the Los Angeles County Department of Mental Health, and our hospital is fully licensed in California, and accredited by the Center for Medicare and Medi-Cal Services.

We provide services in a caring, compassionate environment promoting a shared vision of improving lives, and empowering individuals to recover. Service delivery is holistic, collaborative, multidisciplinary and culturally competent, focusing on the individual. Our highly trained mental health staff, together with our strong leadership, create an unwavering commitment to quality services based on our belief in the resiliency and potential of the individuals we serve.

### **Mission Statement**

The **MISSION** of Kedren Community Health Center, Inc. (“dba”), and Kedren Acute Psychiatric Hospital and Community Mental Health Center, (“Kedren”) is to provide culturally competent continuum of care services utilizing an efficient and effective collaborative and holistic approach to address the educational, health and mental health needs of residents of Service Area Six, and the surrounding communities.

Kedren’s services are optimally effective and accessible and tailored to meet the racial, ethnic, cultural and linguistic needs of our clients. We deliver individualized services through a comprehensive multi-disciplinary and a sensitive consumer-centered approach.

The goal of all mental health services at Kedren is to assist families to make key life choices, to enjoy optimally productive lives, and to manage the total mental health care of consumers and their significant others via integrated delivery systems.

## **Invitation for Bid Instructions**

**Kedren reserves the right to reject non-responsive proposals and to conduct negotiations with the successful bidder to the extent deemed necessary and appropriate, prior to final contract execution.**

The successful bidder will be responsible for providing 24-hour Uninterrupted Unarmed Security Guard Services at:

1. 4211 S. Avalon Boulevard, Los Angeles, CA 90011; and
2. 710 E. 111<sup>th</sup> Place Los Angeles, CA 90059

The successful bidder will be responsible to provide week-day services during normal business hours at:

3. 3800 S. Figueroa Street, Los Angeles, CA 90037; and
4. 4322 S. Western Ave., Los Angeles, CA 90062-1648

**Facility tours are available during normal business hours - June 13 – June 15, 2016. Please contact Mr. Juan Salazar, HACP, Director of Facilities & Safety, at (323) 432-5069; to schedule a facility tour.**

## **SELECTION PROCESS AND CRITERIA**

### **I. General Bidder Requirements**

- A. The successful bidder will comply with all Federal and State requirements concerning fair employment practices regarding the treatment of all employees without regard to race, religion, age, sex, national origin or physical handicap.
- B. The successful bidder will show evidence of insurance coverage commonly known as or similar in kind to:
  1. Workers Compensation Statutory limits in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
  2. Comprehensive General Liability
  3. Combined Single Limits (each occurrence) - \$500,000
  4. Aggregate - \$1,500,000

Kedren may require greater coverage in any given circumstance. We may require any or all of the following endorsements to the policy: (a) Fire Legal Liability; (b) Product and Completed Operations Liability; (c) Manufacture's and Contractors Liability; Other Endorsements including, but not limited to, Errors and Omissions, Professional Liability and Malpractice Liability.

#### C. Comprehensive Automobile Liability

1. Automobile Liability – Minimum limits – \$500,000 Bodily Injury; and \$500,000 Property Damage per occurrence

2. Collision - covered for actual cash value of each vehicle used in the delivery of contract service
3. Comprehensive Physical Damage coverage for actual cash value of the vehicle used in the delivery of contract services

Kedren Community Health Center, Inc. will be named as co-insured under the successful bidder's insurance policies. The successful bidder(s) will indemnify Kedren against all liabilities, losses or damages caused by its omissions and/or negligent acts. It will also agree to defend any law suit against Kedren, its officers, employees, or agents, which arise from the negligence, willful acts and/or omission of the successful bidder.

## **SCOPE OF WORK**

### **II. Scope of Work – Specific Bidder Requirements**

The successful bidder will demonstrate understanding of, and compliance with, all specifications set forth in this section in the proposal. The hourly rates submerged within the proposal of the successful bidder will be all inclusive with regard to the requirements of the specifications. Kedren reserves the right to tour bidder's offices before final contract award.

#### **A. Guard Alertness**

Guard personnel on duty shall remain awake at all times and shall be alert to any unusual noises, odors or smoke which may be indicative of a fire or some untoward incident occurring on Kedren property.

#### **B. Incident Reporting**

The guard on duty shall be responsible for notifying the appropriate agency (fire, police, paramedics) when an incident occurs. Additionally, the guard will immediately notify the security supervisor and complete an incident report detailing the circumstances surrounding the incident. Incident reports will be submitted to the security supervisor with copies submitted to the Director of Facilities Management & safety and the Office of the President and CEO. Reports shall include any actions taken regarding (1) any office found open afterhours; (2) any unusual activity; and (3) any Safety-Hazard Discovery and actions taken.

#### **C. Hourly Rounds**

Guards will make rounds at least once each hour. In cases where detex/time clocks are provided, they will be activated using the key located at each key station, thereby recording the time on the clock tape. Guards not having detex/time clocks will make appropriate notations of their rounds in the security log.

During each round, guards will check all exterior and interior doors to assure they are locked and have not been tampered with.

Office occupants are responsible for locking their office doors prior to leaving for the day. Offices found unlocked will be reported to the security director on the morning following the shift.

The security of personal valuables such as radios, tape recorders, etc., is the responsibility of the owner/office occupant. These items should be locked in desks or file cabinets.

D. Visitors Log

Visitors Logs will be maintained at the security desk at the entrance of each facility. Guards will assure that all visitors sign in and out prior to entering and before leaving the facility. Security personnel shall also ensure that each visitor receives a temporary visitor's badge which must be worn by all visitors while on/in a Kedren facility.

E. Switchboard Coverage

During hours when the switchboard is closed at the acute hospital, incoming calls will be answered in Adult Inpatient. Security personnel may be required to assist with telephone coverage at either site.

F. Assisting Clinical Staff

On occasion, security personnel may be requested to assist clinical personnel in the control of unruly patients. In this event, security personnel will respond to the request, however, action taken will be limited to those specifically authorized by the senior clinical person on duty.

G. End of Shift Procedures

1. At the end of each shift each security officer shall complete a narrative report detailing all incidents occurring during his/her tour of duty. In the event nothing significant has occurred during the shift, the report will so indicate.
2. At the end of each shift, before being relieved, security officers will prepare and sign all security check sheets and incident reports, brief the officer and sign over the keys and other equipment to the relieving officer.

H. Images

Security officers represent Kedren to the public. It is, therefore, essential that they project a neat, well groomed appearance at all times. Uniforms must be clean and pressed, shoes polished and hair neatly groomed.

I. Equipment

The following is a list of equipment used by security personnel:

1. Keys to all hospital areas
2. Flashlight
3. Walkie-Talkie or other 2-way telecommunications device
5. Other items only if approved by the security director.

J. Firearms

Firearms or other weapons will not be carried by Kedren-assigned security personnel at any time.

K. Use of Force

Security personnel may occasionally find it necessary to resort to the use of force in the performance of their duties. It should be clearly understood that force may be used only when all other measures have failed, and then only the minimum force necessary to accomplish the objective may be used.

Contractor staff will be required to complete Kedren-sponsored Non-Violent Crisis Intervention Training, annually.

L. Uniforms

At Contractor's expense, the Official Kedren Guard Uniform Consist of:

1. Boots or hard soled shoes
2. Dark blue trousers/skirts
3. Black belt
4. Light blue shirt
5. Blazer (for lobby attendant)
6. Black clip on tie (worn with long sleeve shirt)
7. Security officer's badge
8. Kedren identification badge

M. Facility Knowledge

Security Personnel must be thoroughly familiar with the following at all sites:

1. Emergency turn offs:
  - a. Water
  - b. Gas
  - c. Electrical
  - d. Fire Alarm
2. Fire alarm pull stations
3. Fire exit locations
4. Fire extinguisher and fire standpipes
5. Fire doors
  - a. Locations
  - b. Operation
6. Burglar alarm system
7. Disaster Manual
8. Emergency Telephone Numbers

**III. Contract Award Period:**

The contract to be awarded will be for the period beginning approximately July 1, 2016 and ending June 30, 2017. It is the intent of Kedren Community Health Center to award this contract for one year, with an option of two additional years awarded one (1) year at a time, which will be subject to favorable evaluation of vendor performance.

Proposals are to be submitted on or before 5:00 p.m., June 24, 2016 in a sealed envelope with one original and (3) three copies enclosed to:

Juan Salazar, HACP  
Director of Facilities Management & Safety  
Kedren Community Health Center, Inc.  
4211 S. Avalon Boulevard  
Los Angeles, CA 90011

Note: Sealed envelopes should be labeled:  
**“Unarmed Uniform Security Guard Services”**

**NO PROPOSALS WILL BE ACCEPTED AFTER THE STATED SUBMISSION DEADLINE.**

The contact person for interested vendors is Mr. Juan Salazar, HACP. Director of Facilities Management & Safety Mr. Salazar may be contacted at (323) 432-5069, Fax (323) 2335015 or via email at [j\\_salazar@kedren.org](mailto:j_salazar@kedren.org)

**IV. Time Table for Evaluation Process**

A. Kedren will adhere to the following timetable for vendor selection:

**June 10, 2016** – Request for Proposals will be e-mailed or available for pick up by prospective bidders at Kedren Community Health Center, Inc., 4211 S. Avalon Blvd., Los Angeles, CA 90011.

**June 13 through June 15- Site walk**

**June 17, 2016** – Deadline for bidder to submit “Letter of Intent,” to Facility Management & safety (mail, email or fax).

**June 21, 2016** – Bidders Conference.

**June 24, 2016** – Deadline to submit proposal to Kedren.

**June 28, 2016** – Projected Date of Contract Award.

**July 1, 2016** – Projected contract startup date.

B. Proposals will be rated on the following criteria:

1. Bidder Qualifications .....	20 points
2. Personnel Qualifications .....	10 points
3. Prior Hospital/Clinic/Head Start Experience.....	25 points
4. 4. Prior Hospital/Clinic Experience in a Psychiatric Environment.....	20 points
5. Hourly Rate .....	<u>25 points</u>
	<b>100 points</b>

**V. Additional Guidelines**

The bidder’s proposal must arrive at Kedren Community Health Center, Inc. office on or before June 24, 2016 in a sealed envelope marked “UNARMED UNIFORM SECURITY GUARD PROPOSAL.” The sealed envelope must contain one (1) original and Three (3) copies of the bidder’s proposal. Each copy must include:

- A. A Cover letter on the bidder’s letterhead stating the bidder’s hourly and estimated monthly invoice for the services. One cover letter must have an original signature of a person legally authorized to sign for the bidder, giving his or her title.
- B. Name and qualifications of the person(s) who is/are will be responsible for general administrative oversight and also direct onsite supervision; and the name of the person that is responsible for working with Kedren to correct and solve problems, etc.
- C. A description of the bidder’s past experience in the provision of Security Services in a Hospital/Clinic environment. Give at least two current or recent customer references (include the name, address, and contact number(s) and email address).

**REQUIRED STAFFING & WORK SCHEDULES**

**VI. DESCRIPTION OF SERVICES.**

Contractor shall provide 24-hour/7-day per week security services at two (2) Kedren sites; and week –day-only services at two (2) Kedren sites, in the form as described in the “Staffing” section of the RFP, below. Contractor shall make every reasonable effort to ensure consistency in personnel assigned to provide coverage on a particular shift to help accommodate Kedren training requirements for Unarmed Security Service in mental health environment. Contractor must provide proof of eligibility to work in United States of America documentation for all individuals assigned to a Kedren site.

**A. STAFFING SCHEDULE**

**1. Kedren Acute Psychiatric Hospital & Community Mental Health Center – 4211 S. Avalon Boulevard, Los Angeles, CA 90011.**

Contractor shall provide the following minimum on-site staff positions on the premises at Kedren Acute Psychiatric Hospital & Community Mental Health Center throughout the terms of any subsequent executed agreement. Kedren shall maintain the right to approve any person assigned to this contract by Contractor; and shall also have the right to demand replacement of any persons determined to be unacceptable to Kedren.

<u>Schedule</u>	<u>Number of Staff</u>	<u>Hours on Duty</u>
Sunday – Saturday (7 days) (including holidays)	5 per assigned shift and (not including supervisor)	7:00am – 3:30pm (overtime as needed)
Sunday – Saturday 7 days) (including holidays)	5 per assigned shift (not including supervision)	3:00pm – 11:30pm (overtime as needed)
Sunday – Saturday (7 days) (including holidays)	5 per assigned shift (not including supervision)	11:00pm – 7:30am (overtime as needed)

Monday – Friday (5 days) (including holidays)	2 per assigned shift and (not Including Supervisor)	7:00am – 3:30pm (overtime as needed)
Monday – Friday (including holidays)	1 per assigned shift and (not Including Supervisor)	8:30am – 5:00pm (overtime as needed)

**2. Kedren South – 710 E. 111<sup>th</sup> Place, Los Angeles, CA 90059**

Contractor shall provide the following minimum on-site staff positions on the premises at Kedren-South throughout the terms of any subsequent executed agreement: 24-hour uninterrupted, unarmed security guard services, seven (7) days per week, including holidays (one guard per shift). Kedren shall maintain the right to approve any person assigned to this contract by Contractor; and shall also have the right to demand replacement of any persons determined to be unacceptable to Kedren.

<b><u>Schedule</u></b>	<b><u>Number of Staff</u></b>	<b><u>Hours on Duty</u></b>
Sunday – Saturday (7 days) (including holidays)	2 per assigned shift (not including supervision)	8:00 am – 4:30pm (overtime as needed)
Sunday – Saturday (7days) (including holidays)	2 per assigned shift (not including supervision)	4:00 pm – 12:00am (overtime as needed)
Sunday – Saturday (7 days) (including holidays)	2 per assigned shift (not including supervision)	12:00am – 8:00am (overtime as needed)

**4. Kedren Figueroa – 3800 S. Figueroa Street, Los Angeles, CA 90037**

Contractor shall provide the following minimum on-site staff positions on the premises at Kedren-Figueroa throughout the terms of any subsequent executed agreement: week-day, unarmed security guard services, five (5) days per week, (one guard per shift). Kedren shall maintain the right to approve any person assigned to this contract by Contractor; and shall also have the right to demand replacement of any persons determined to be unacceptable to Kedren.

<b><u>Schedule</u></b>	<b><u>Number of Staff</u></b>	<b><u>Hours on Duty</u></b>
Monday – Friday (5days)	1 per assigned shift (not including supervision)	8:00am – 6:00pm (overtime as needed)

**5. Kedren Western – 4322 S. Western Ave., Los Angeles, CA 90062**

Contractor shall provide the following minimum on-site staff positions on the premises at Kedren-Western throughout the terms of any subsequent executed agreement: week-day, unarmed security guard services, five (5) days per week, (one guard per shift). Kedren shall maintain the right to approve any person assigned to

this contract by Contractor; and shall also have the right to demand replacement of any persons determined to be unacceptable to Kedren.

<b><u>Schedule</u></b>	<b><u>Number of Staff</u></b>	<b><u>Hours on Duty</u></b>
Monday – Friday (5days)	1 per assigned shift (not including supervision)	8:00am – 5:00pm (overtime as needed)

## **6. BUDGET/MONTHLY CHARGES**

Contractor Proposal shall specify the hourly rate of charges, and the average cost of bi-monthly invoices, as based on actual hours approved by Kedren. Paid Holiday Schedule and Holiday rates will apply for days outlined in Contractor's Proposal, and hereto attached. Basic hourly rate shall be inclusive of all labor, all supervision, all equipment, uniforms, payroll and employee benefits, payroll tax and all required insurances.

Kedren agrees to furnish access to Agency required reporting forms and equipment such as Agency telephones, time clocks, as well as designated work station(s).

## **7. INVOICING SCHEDULE:**

Contractor shall submit two (2) separate monthly invoices to Kedren; first invoice for services from the 1<sup>st</sup> of the month through the 15<sup>th</sup> of the month, which should be received by the 20<sup>th</sup> of that month. The second invoice for service provided for the 16<sup>th</sup> of the month through the end of the month, which needs to be received by the 5<sup>th</sup> of the following month. Monthly invoices shall include actual hours worked per shift, hourly rate, gross monthly charges, and shall be payable to Contractor within 30 days of receipt of invoice. All contracted staff shall be required to record hours worked by using the Kedren supplied timekeeping system. Only hours verified by Kedren's timekeeping records shall be honored (subject to reconciliation).

## **8. CONTRACT MONITORING:**

Contractor shall provide Kedren access to, and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or any records relating to the agreement. Contractor shall maintain and make available to Kedren or its Agent any contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided under this agreement. Contractor's staff shall be required to use Kedren's time clock for record keeping.

## **9. INDEMNIFICATION AND INSURANCE:**

Contractor shall indemnify, defend and hold Kedren harmless from any and all liability and expense arising from claims for damages or Workers' Compensation Benefits resulting from Contractor.

## **10. PAYROLL TAX REPORTS:**

Contractor shall provide Kedren or its Agent with Quarterly payroll tax reports as evidence of compliance with Federal and State income tax withholding rules and regulations. Federal and State Payroll tax returns shall be submitted thirty (30) days after the close of each calendar quarter as required by taxing authorities.

## **11. CONFIDENTIALITY OF PATIENT INFORMATION:**

Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all confidentiality provisions required by Kedren (Attachment B).

**CONTRACTOR PROPOSAL  
REQUIRED INSERTS**

# CHARGES FOR SERVICE:

(Contractor Proposed Charges to Kedren for these Services)

Hour Rate: \$

Estimated Monthly Charges: \$

This agreement becomes effective on \_\_\_\_\_ 1, 2016

**ACCECPTED AND APPROVED:**

**ACCEPTED AND APPROVED:**

**Kedren Community Health Center, Inc,  
dba, Kedren Acute Psychiatric Hospital  
Community Mental Health Center**

\_\_\_\_\_ and  
**Contractor**

By: \_\_\_\_\_

\_\_\_\_\_

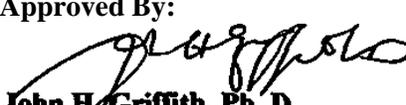
Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**KEDREN COMMUNITY MENTAL HEALTH  
CENTER  
POLICY/PROCEDURE**

<b>Subject:</b> <b>CONFIDENTIALITY OF PATIENT INFORMATION</b>	<b>Policy No.:</b> <b>104.12</b>	<b>Supersedes:</b>	<b>Page: 1</b>
<b>Approved By:</b>  <b>John H. Griffith, Ph. D. President and CEO</b>	<b>Effective Date:</b> <b>03-01-85</b>	<b>Original Issue Date:</b> <b>1985</b>	<b>Distribution/Level(s):</b> <b>ALL STAFF</b>

- A. Purpose: To provide guidelines to protect the confidentiality of patient information.
- B. Policy: California Law, known as the Lanterman-Petris-Short Act, requires very strict and exacting limitations on the release on any information concerning patients in mental health centers.

**Exceptions authorized by the law include exchanges of information between qualified professional personnel providing a service for a patient, and certain other hospital personnel in the Admitting, Business Office and Medical Records departments who perform essential services for or concerning the patient**

**The law provides for severe penalties for any individual who provides such information contrary to the provisions of the law.**

I have read the above statement and understand its contents fully and I hereby agree to abide by its requirements.

\_\_\_\_\_  
Employee Name (Please Print):

\_\_\_\_\_  
Employee Signature:

\_\_\_\_\_  
Date:

# ARBITRATION OF DISPUTES

## ARBITRATION OF DISPUTES ARISING OUT OF, OR RELATED TO A CONTRACTUAL AGREEMENT WITH KEDREN COMMUNITY HEALTH CENTER, INC.

**MEDIATION:** The parties agree that, should any difference of interpretation, or any other controversy or claim arise out of, or related to this Contractual Agreement, or the breach thereof, the parties shall jointly retain a mutually-agreed upon neutral mediator and conduct and participate in confidential mediation thirty days after certified mail notification that a dispute exists. The parties agree that if any of the parties files any arbitration claims, or administrative or legal actions, for disputes to which this clause applies, without first having attempted to resolve the dispute through neutral mediation, then that filing party shall not be entitled to collect attorneys fees or procedural costs, even if they would otherwise be entitled to them (subject to the discretion of the arbitrator involved).

**ARBITRATION:** The parties further agree that if, and only if, the dispute still remains unsettled for an additional thirty days after the mediation, then the parties shall submit the dispute to binding neutral arbitration as follows: Any controversy, claim or dispute arising out of or relating to this Contractual Agreement, shall be settled solely and exclusively by binding arbitration in Los Angeles, California. Such arbitration shall be conducted in accordance with the prevailing arbitration rules of the American Arbitration Association ("AAA"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by AAA; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the AAA's rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this subsection shall be construed as precluding the bringing of an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Contractual Agreement. The arbitrator shall be required to follow applicable law. **IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.**

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO ARBITRATION.**

\_\_\_\_\_  
Initials - Kedren

\_\_\_\_\_  
Initials – Contractor