

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

5-22-99-31-01

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTOR NAME

Hakuna Services, Inc. dba Dimension

2. The term of this Agreement is:

START DATE

January 10, 2023, or upon DGS approval of contract, whichever is later.

THROUGH END DATE

January 9, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Contractor's name is amended from Hakuna Services, Inc. to Hakuna Services, Inc. dba Dimension. All references to Hakuna Services, Inc. are replaced by Hakuna Services, Inc. dba Dimension.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Hakuna Services, Inc. dba Dimension

CONTRACTOR BUSINESS ADDRESS

2261 Market Street, #4061

CITY

San Francisco

STATE

CA

ZIP

94114

PRINTED NAME OF PERSON SIGNING

James Liao

TITLE

CRO

CONTRACTOR AUTHORIZED SIGNATURE

James Liao

Digitally signed by James Liao
Date: 2023.03.07 13:04:47 -08'00'

DATE SIGNED

3/7/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTING AGENCY ADDRESS

707 3rd Street

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Carol Bangs

TITLE

Acquisitions Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Carol Bangs

Digitally signed by Carol Bangs
Date: 2023.03.13 09:40:15 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 5-22-99-31-01	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of General Services, Procurement Division

CONTRACTOR NAME
Hakuna Services, Inc.

2. The term of this Agreement is:
START DATE
January 10, 2023, or upon DGS approval of contract, whichever is later.

THROUGH END DATE
January 9, 2025

3. The maximum amount of this Agreement is:
\$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A.1	Service Area Map	2
Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B.1	Rate Sheets	8
+ - Exhibit C*	General Terms and Conditions (GTC 04/2017)	1
+ - Exhibit D	Insurance Provisions	3
+ - Exhibit E	FEMA Provisions	8
+ -	The entire IFB Event ID 0000023148 is hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://caleprocure.ca.gov/event/77601/0000023148 .	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Hakuna Services, Inc.

CONTRACTOR BUSINESS ADDRESS 2261 Market Street, #4061	CITY San Francisco	STATE CA	ZIP 94114
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PRINTED NAME OF PERSON SIGNING James Liao	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE James Liao	DATE SIGNED 1/10/2023
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Digitally signed by James Liao
Date: 2023.01.10 13:58:37 -08'00'

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 5-22-99-31-01	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of General Services, Procurement Division

CONTRACTING AGENCY ADDRESS 707 3rd Street	CITY West Sacramento	STATE CA	ZIP 95605
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PRINTED NAME OF PERSON SIGNING Carol Bangs	TITLE Acquisitions Branch Chief
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CONTRACTING AGENCY AUTHORIZED SIGNATURE Carol Bangs <small>Digitally signed by Carol Bangs Date: 2023.01.11 13:01:15 -08'00'</small>	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION

- A. The Department of General Services, Procurement Division, (hereinafter referred to as the “State” or “DGS-PD”) is contracting with Hakuna Services, Inc., (hereinafter referred to as “Contractor”) to provide Waste Removal Services to state agencies and local governmental agencies, referred to collectively as “User Agency” or “User Agencies”, in accordance with this Master Service Agreement (hereinafter referred to as “MSA” or “Agreement”). A Local Governmental Agency is any city, county, city and county, district, or other local governmental body or corporation, including California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. The term “User Agencies” used in conjunction with “must”, “shall” or “will” indicates a condition applicable to state agencies and local governmental agencies, unless otherwise specified.
- B. In the event of a discrepancy and/or inconsistency between the articles, attachments, or provisions which constitute this MSA, the descending order of precedence shall apply in the sequence displayed on the MSA Standard Agreement (STD 213).

2. SCOPE

- A. This MSA includes waste removal services. Services include loading, transporting, and disposal of bulk non-hazardous and hazardous waste. Items include but are not limited to, clean, outdated Personal Protective Equipment (PPE) and expired hand sanitizer and disinfectant wipes. Services do not include removal of used, contaminated PPE. Contractor shall provide all labor, tools, materials, and equipment necessary to provide services under this MSA.
- B. Contractor will provide waste removal services to User Agencies in accordance with the terms and conditions of this MSA for the following awarded service regions (defined in Exhibit A.1, Service Area Map) at or below the rates specified in Exhibit B.1 – Rate Sheets:
- Region 1
 - Region 2
 - Region 3
 - Region 4
 - Region 5
 - Region 6
 - Region 7
 - Region 8

- C. Prior to rendering services, User Agencies and Contractor must execute a separate agreement, per Exhibit A section 5, that incorporates all the terms and conditions of this MSA by reference. For California state agencies such agreement shall be in the form of a Standard Agreement (STD 213) and for local government agencies, the agreement shall be in a form as specified by the local governmental agency and the Contractor. The duly executed STD 213 and appropriate form for local governmental agency are herein referred to as the "User Agreement". The User Agreement may contain additional User Agency specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA.

3. AGREEMENT TERM

- A. The term of this MSA is for a two (2) year period, with the start and end date (the "Effective" term) noted on the attached Standard Agreement (STD 213). Upon mutual agreement between DGS-PD and the Contractor, the State may extend the MSA for an additional three (3) year, one (1) year periods or portion thereof at the same rates, terms, and conditions.
- B. In addition to any other provision of this Agreement, the DGS-PD may terminate this Agreement or cancel a portion of the service for any reason with thirty (30) days written notice. A User Agency may terminate their User Agreement or cancel a portion of the service for any reason with thirty (30) days written notice.
- C. Contractor agrees to honor all User Agreements executed prior to MSA expiration. All User Agreements issued against this MSA must be fulfilled/completed in their entirety within twelve (12) months following the MSA end date.

4. CONTRACT ADMINISTRATION

- A. As of the Effective Date of this MSA, the State Contract Administrator for the DGS-PD shall be as follows:

Lynnell Cuthbertson
Procurement Division, Multiple Awards Program Section (MAPS)
Department of General Services
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Phone: (279) 799-3844
Email: Lynnell.Cuthbertson@dgs.ca.gov

- B. Contractor shall assign a Contract Manager as a single point of contact for all MSA inquiries and contractual issues. Prior to MSA execution, Contractor shall provide its Contract Manager's name, email, phone, and fax contact information to the State Contract Administrator.

- C. Should the Contractor's Contract Manager or the State Contract Administrator change, each party will notify the other in writing, without amendment to this MSA. Any changes to Contractor's Contract Manager must be reported to the State Contract Administrator within forty-eight (48) hours of the change. Contractor must also notify User Agencies of any such change.

User Instructions will be prepared, maintained, and posted on the State's Procurement Portal (Cal eProcure) by the State Contract Administrator. User Instructions will include the list of all awardees within each Region and current Contract Manager and State Contract Administrator contact information.

- D. User Agencies will assign a point of contact (herein referred as "User Agency Project Manager") for each User Agreement and project.

5. CONTRACTING FOR SERVICES

- A. Use of this MSA by User Agencies is non-mandatory and is subject to Government Code section 19130 et. seq. governing standards for the use of personal services contracts.
- B. Services procured under this MSA, unless otherwise described in sections D, E below, will be requested from the Rank 1 Contractor in the relevant Region.
- C. Each User Agreement shall be issued with a scope of work which details the services requested, including the date of service, itemized list of items to be picked up and disposed of, and any special conditions of the facilities where pick up will occur.
- D. Rank 1 Contractors must respond to a written User Agreement within forty-eight (48) hours, unless otherwise instructed by the User Agency. Should a Rank 1 Contractor fail to respond to the User Agreement and/or provide services as required, a User Agency may request services from the next ranked Contractor in the relevant Region. User Agencies must notify the State Contract Administrator of a Rank 1 Contractor's failure to respond to a User Agreement and/or provide services.
- E. Commencement of work shall take place within ten (10) business days of Contractor receiving an approved User Agreement, unless otherwise instructed by the User Agency. If the Contractor cannot meet that date and time, the Contractor shall notify the User Agency twenty-four (24) hours in advance. Contractor agrees that delays by the Contractor of more than two (2) days from the agreed upon date may result in a request for services from the next ranked Contractor in the relevant Region and/or liquidated damages of \$100 per day payable by the Contractor.

- F. The services shall be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. unless otherwise specified in the User Agreement. Some services may be required to take place after normal business hours, or on weekends and holidays per the User Agreement.

6. OVERVIEW OF SERVICES

- A. Contractor shall provide the following services under this agreement:
- 1) Labor, equipment, and materials to perform various waste removal services including loading, transporting, and disposal of non-hazardous and hazardous waste.
 - 2) Waste disposal shall be environmentally responsibly managed and shall not be disposed of in the landfill. To the greatest extent feasible, the waste is to be recycled. Contractor shall commit to recycling or zero landfill disposal.
 - 3) Work with the User Agency to obtain the required EPA Site ID Number for the User Agency's specific location, if applicable.
 - 4) Removal of all packaging materials, pallets, and debris from government premises as directed.

7. CONTRACTOR RESPONSIBILITIES

- A. The Contractor must have personnel available to commence work on the project within ten (10) business days of execution of User Agreement, or upon mutual agreement between the User Agency and Contractor. All personnel shall be properly licensed, insured and experienced to perform their tasks.
- B. The Contractor shall supply vehicles in good working condition and in compliance with all federal, state, and local laws and regulations for operation.
- C. The Contractor must be able to perform services in any location within the Region for which the Contractor is awarded.
- D. The Contractor shall make all arrangements with the User Agency Project Manager at the designated site, to obtain any obligatory clearances or permits that may be required for parking and loading.
- E. The Contractor is responsible to furnish sufficient personnel to accomplish the work in the time indicated on the User Agreement.
- F. It shall be the Contractor's responsibility to make all necessary arrangements with the User Agency Project Manager and local traffic authorities for use of elevators, loading docks, adjacent streets, and sidewalks. The Contractor shall be responsible for understanding and estimating the difficulties involved in waste removal service.

8. REQUIRED CONTRACTOR LICENSES, CERTIFICATIONS AND RECORDS

Contractor shall possess the following:

- A. City/County Business License.
- B. Environmental Protection Agency (EPA) Identification Permit.
- C. State of California, Department of Food and Agriculture (DFA), Measurement and Standard, Weigh Master License (non-fixed) issued to the Hauler/Prime Contractor.
- D. The Contractor's route identifying the transporter, transfer station and RCRA permitted facility for Medical Waste and Pharmaceutical Waste and should be verifiably listed on DTSC's EnviroStor. Listing can be found at https://www.envirostor.dtsc.ca.gov/public/report_permitted_public
- E. Contractor/Hauler Hazardous Waste Transporter Registration issued by State of California, Department of Toxic Substances Control (DTSC), if applicable. For a transporter registration number complete a DTSC Form 187.
- F. Contractor shall maintain, viewable upon request, all other business and professional licenses, permits and/or certifications that may be required by federal, state, and local codes.
- G. In the event any license(s), permit(s) and/or certification(s) expire, is suspended, or revoked at any time during the term of this Agreement, Contractor shall notify the State Contract Administrator and User Agencies immediately. The MSA and/or User Agreement(s) may be subject to termination or suspension.

9. MSA USAGE REPORT

- A. The Contractor shall submit usage reports to the State Contract Administrator via email on a calendar quarterly basis identifying the Contractor's MSA contract activity during the reporting quarter.
- B. Reports must separate state contracting activities from those of local governmental agencies and contain the following data elements at a minimum:
 - 1) MSA Number
 - 2) Contractor Name
 - 3) Total State Agency Spend
 - 4) Total Local Governmental Agency Spend
 - 5) Total Spend (State and Local)
 - 6) Payments to Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE)

- 7) Individual User Agreement information including:
 - a. User Agency name
 - b. User Agency type (e.g., state agency or local agency)
 - c. User Agreement number
 - d. User Agency contact person and email
 - e. User Agreement term (date service was performed)
 - f. Dollar Value
- C. The State Contract Administrator will provide Contractor with a reporting template upon award. The State reserves the right to modify the reporting template or require Contractor to provide additional User Agreement information during the term of this MSA.
- D. Reports are due by the 30th day following a calendar quarter. Reports are required even when there is no activity during the reporting period.
- E. Tax must not be included in the reports, even if it is on the User Agreement.
- F. Any reports that do not follow the required format or that exclude information will be deemed incomplete. The Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.

10. LOCAL GOVERNMENT AGENCY INCENTIVE FEE

- A. For all local government agency transactions issued against the awarded MSA, the Contractor is required to remit to DGS-PD an incentive fee of an amount equal to 1.25 percent of the total User Agreement amount. (Example: If the net local governmental agency sales for a quarter is \$100,000.00, the incentive fee due to DGS-PD is \$1,250.00).
- B. This incentive fee shall not be included in the User Agency's purchase price, nor invoiced separately to the User Agency. All prices quoted to a local governmental agency shall reflect MSA pricing, including any and all applicable discounts, and shall not include add-on fees.
- C. Contractor payment of the local agency incentive fee to DGS-PD is due irrespective of whether or not the local governmental agency has paid the Contractor for services.
- D. Contractor payment may be made in the form of an electronic payment using the DGS-PD LPA Payment Portal or by submitting a check payable to the State of California, Department of General Services.
- E. To submit incentive fees electronically, Contractors must register on the DGS-PD [LPA Payment Portal](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal).

F. Incentive Fee payments made by check shall be submitted to the following address:

Department of General Services
Attn: Procurement Division, MAPS
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

G. A copy of the MSA Usage Report listing total local governmental agency sales must be included with the check.

11. INSURANCE REQUIREMENTS

- A. The Contractor must provide proof of insurance to User Agencies in accordance with Exhibit D, Insurance Provisions. If additional insurance is required by the User Agency, requirements will be included in the User Agency's statement of work.
- B. For Motor Truck Cargo Legal Liability and Bailee's Legal Liability, User Agencies owning the property should create an inventory of the property to be moved and stored. Based on the inventory an estimate of its replacement value can be determined.

12. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this MSA shall not be made without prior written approval of the Department of General Services.

EXHIBIT A.1 – SERVICE AREA MAP

Contractor shall provide services in the awarded Regions noted in Exhibit A, Section 2 at or below the rates specified in Exhibit B.1 – Rate Sheets. User Agencies shall identify specific location(s) of where service(s) will be provided when contracting for services.

Each Region is comprised of the counties depicted below in Figure 1 – Service Area Map (By Region).

Figure 1 – Service Area Map (by Region)



Region	California Counties
Region 1	Del Norte, Humboldt, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, Trinity
Region 2	Butte, Colusa, El Dorado, Glenn, Lake, Mendocino, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, Yuba
Region 3	Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma
Region 4	Alpine, Amador, Calaveras, Madera, Mariposa, Merced, Mono, San Joaquin, Stanislaus, Tuolumne
Region 5	Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz
Region 6	Fresno, Inyo, Kern, Kings, Tulare
Region 7	Los Angeles, Orange, Ventura
Region 8	Imperial, Riverside, San Bernardino, San Diego

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES

The maximum rates for services to be provided in the MSA are listed in Exhibit B.1 – Rate Sheets. All prices shall be fixed for the entire MSA term including any optional extension period.

2. INVOICES

A. The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the User Agency's User Agreement. The following information should be included:

- 1) User Agency Agreement Number
- 2) User Agency Name
- 3) User Agency Address
- 4) Description of services ordered/provided
- 5) Pricing information

B. The User Agency contact person will verify and approve, or disapprove, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

3. PAYMENT

Payment for services performed under this MSA will be made upon satisfactory completion of services rendered. The Contractor shall invoice User Agencies in arrears upon successful completion of services.

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

4. BUDGET CONTINGENCY

It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

General Terms and Conditions (GTC 04/2017), effective 4/4/2017, are hereby incorporated by reference and made part of this agreement as if attached hereto. Terms are accessible at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

EXHIBIT D – INSURANCE PROVISIONS

1. PROOF OF INSURANCE

The Contractor shall provide proof of insurance, in the form of a certificate to the User Agency. Insurance companies must be acceptable to DGS, Office of Risk Management (ORIM). If self-insured, review of financial information may be required.

2. GENERAL PROVISIONS APPLYING TO ALL POLICIES

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the MSA. If insurance expires during the term of the MSA, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the MSA.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the DGS-PD may, in addition to any other remedies it may have, terminate this MSA upon the occurrence of such event, subject to the provisions of this MSA.
- C. **Deductible** – The Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this MSA shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the ORIM. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. **Endorsements** – Any required endorsements requested by the DGS-PD must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor obligations under the MSA.
- H. **Satisfying an SIR** – All insurance required by this MSA must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** – All coverage and limits available to the Contractor shall also be available and applicable to the State.

- J. **Subcontractors** – In the case of Contractor utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insureds under Contractor and insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

3. COMMERCIAL GENERAL LIABILITY

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this MSA, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this MSA. Coverage shall be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.

4. AUTO LIABILITY

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this MSA, motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

5. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Policy shall be endorsed to include waiver of subrogation in favor of State of California.

6. PROFESSIONAL LIABILITY

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this MSA, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts including third party losses, related to the services to be provided under this MSA by the Contractor and Contractor's subcontractors, agents, officers, and employees in an amount of not less than \$1,000,000 per occurrence, incident, or claim. Annual aggregate limit shall not be less than \$2,000,000.

7. POLLUTION LIABILITY

Should the scope of work involve any handling, use, or disposing of any environmentally regulated substances and/or hazardous materials including but not limited to asbestos, asbestos containing materials or asbestos contaminated materials, lead paint materials, petroleum, petroleum by-products, Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form, or its equivalent. Limits of not less than \$1,000,000 per incident, and annual aggregate amount of \$2,000,000 shall be provided. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.