



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

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## QUOTATION REQUEST

October 11, 2023

To: Interested Firms

Re: Quote Request, 39227–Hazardous and Industrial Waste Disposal

The St. Johns River Water Management District (District) is requesting quotes for the above referenced services from qualified firms who have experience in providing these services. This letter is forwarded to you as an invitation to provide a quote based on the Statement of Work (SOW) attached as (Exhibit 1). Respondent shall submit the attached Quote Cost Schedule (Exhibit 2), and Qualifications (Exhibit 3) to be considered. The quote shall include all labor, materials, insurance, and other related costs for the services described in the SOW.

The objective of these services is to provide the District with a qualified contractor to provide pick up and disposal of regulated and non-regulated hazardous and/or industrial waste on an “as needed” basis. The District anticipates issuing a Contract for the requested service, with a completion date of September 30, 2026.

If you are interested in submitting a response, please email your quote using the Cost Schedule provided (and all required documentation stated in this Quotation Request) **before 3:00 p.m. on October 20 , 2023**. It is preferred that all Quotes be submitted as a PDF attachment to the email addressed to Mark Morris at [RMMorris@sjrwmd.com](mailto:RMMorris@sjrwmd.com). **Please reference Quote number 39227 in subject line on any and all emailed correspondence.**

### Minimum Qualifications:

Respondents must meet the minimum qualifications below and all supporting documentation must be submitted with the response to this quotation request:

1. Proof of firm’s ability to do business in the state of Florida. (*Respondent-provided documentation must be included with quote response.*)
2. Respondent must have successfully completed at least two projects of a similar nature (refer to the tasks outlined in the SOW) in the past three years by the individual, firm, or project manager assigned to the project. (*District-provided form, Qualifications - Similar Projects Form*)
3. Respondent must have at least three years of experience on projects similar to those described in the SOW. (*District-provided form, Qualifications - Similar Projects Form*)
4. Respondent shall provide a minimum of two references. No more than one reference shall be from the similar projects listed. Not more than one reference shall be from the District. If a District project is cited, do not request a letter from District staff. (*District-provided form, Qualifications – Client References Form*)

### GOVERNING BOARD

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Cole Oliver  
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Janet Price  
FERNANDINA BEACH

Once quotes are received, staff will review each quote and will make a recommendation for award based on the lowest responsive and responsible respondent that meets all the qualifications of this quote request.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2028). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

### 1. Opening of Quotes

- a. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
- b. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
- c. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.

### 2. Inquiries and Addenda

- a. District staff are not authorized to orally interpret the meaning of the Quote Request package, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
- b. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to [rmmorris@sjrwmd.com](mailto:rmmorris@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.
- c. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the quote, as submitted. All addenda become part of the Agreement.

### 3. Award Procedures

- a. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent

answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- b. Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all quotes.
- c. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
- d. If two or more quotes are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.
- e. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "Notices and Services Thereof."

#### 4. Disqualification of Respondents

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Quote:

- a. Contacting a District employee or officer other than the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
- b. Submission of more than one quote response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Quote;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

5. Rejection of Quote

- a. Quotes must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be considered. Quotes will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material irregularities. The District may consider incomplete any quote not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Quote.
- b. The District also reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

6. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701**

Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Bidder is a responsible Bidder and (2) may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

7. Public Entity Crimes/Discriminatory Vendors

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

8. Diversity Opportunities

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

9. Prohibition Against Considering Social, Political, or Ideological Interest in Government Contracting

Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible respondent and (2) may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

10. Notices and Services Thereof

- a. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's website at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia Demandstar.
- b. Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.
- c. As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

#### 10. Protest Procedures

- a. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.
- b. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision.
- c. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.
- d. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.
- e. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.
- f. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

Thank you for your consideration of this request.

Exhibit 1 – Statement of Work

Exhibit 2 – Cost Schedule

Exhibit 3 – Qualifications: Documentation Form

Exhibit 4 – Insurance Requirements

**EXHIBIT 1 - STATEMENT OF WORK  
HAZARDOUS AND INDUSTRIAL WASTE DISPOSAL**

**I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) generates certain regulated and non-regulated hazardous and/or industrial waste as part of its standard operations. The approximate top four waste streams generated are bulk corrosives, flammable liquids, flammable solids and spent fluorescent tubes. The percentage breakdown of waste generation per month is bulk corrosive 50%, fluorescent tubes 30%, flammable liquids 10%, and flammable solids 10%. These wastes need to be disposed of properly and in a timely fashion. There may also be emergency response situations that may result in the need to properly dispose of certain regulated and non-regulated hazardous and/or industrial waste.

**II. OBJECTIVES**

The objective of this Agreement is to provide the District with the services of a contractor to provide pick up and disposal of regulated and non-regulated hazardous and/or industrial waste on an “as needed” basis. The Contractor must comply with federal standards in the Code of Federal Regulations (40 CFR 263) and the state of Florida standards in 62-730.170 *Florida Administrative Code* “Standards applicable to Transportation of Hazardous Waste,” to transport hazardous waste.

**III. SCOPE**

Contractor shall pick up and dispose of regulated and non-regulated hazardous and/or industrial waste as directed by the District’s Project Manager or assigned District staff. The District’s Project Manager or assigned District staff will send information and instructions regarding the pick up by e-mail to the Contractor.

**IV. TASK IDENTIFICATION**

The District’s Project Manager or assigned District staff will contact the Contractor and arrange a date and time to pick up specific regulated or non-regulated hazardous and/or industrial waste.

The Contractor shall pick up the specific regulated or non-regulated hazardous and/or industrial waste, have it characterized by laboratory analysis if necessary, and properly dispose of the waste.

The Contractor shall provide the District with a completed Uniform Hazardous Waste Manifest to document the disposition of the material.

**V. TIME FRAMES AND DELIVERABLES**

This Agreement shall be for the period October 2023 through September 30, 2026. The District’s Project Manager or assigned District staff will communicate with the Contractor by email to determine specific time frames for each individual pick up of the specified regulated or non-regulated hazardous and/or industrial waste. The Contractor shall send the completed Uniform Hazardous Waste Manifest to the District’s Project Manager within 45 days of the pickup of regulated or non-regulated hazardous and/or industrial waste.

**EXHIBIT 2 – COST SCHEDULE**

(This form must be included with quote submittal)

**RESPONSES ARE DUE BEFORE 3:00 P.M. OCTOBER 20, 2032**

*The Quote will be awarded to the responsive, responsible bidder that submits the lowest total cost for the entire list of items below. Costs shall include all labor, equipment, materials, insurance, and other related costs for the products and services described in the attached Statement of Work. **Note: This is for bid comparison and award purposes only. There are no guarantees on the quantity for each item.***

Item	Quantity	Unit	Unit Cost	Total Cost
Flammable Liquids Lab Pack	1	5 -gallon	\$	\$
	1	30- gallon	\$	\$
	2	55-gallon	\$	\$
Flammable Solids Lab Pack	1	5 – gallon	\$	\$
	1	30- gallon	\$	\$
	2	55-gallon	\$	\$
Corrosives Lab Pack	2	5 – gallon	\$	\$
	2	30- gallon	\$	\$
	2	55-gallon	\$	\$
Bulk Corrosives (TP/TKN, Ammonia, ICP)	3	5 – gallon	\$	\$
	2	30- gallon	\$	\$
	6	55-gallon	\$	\$
Bulk Corrosives (Nitric Acid, Reagents)	1	5 – gallon	\$	\$
	1	30-gallon	\$	\$
	2	55-gallon	\$	\$
Non-Regulated Material (soil, debris)	1	cubic yard box	\$	\$
Fluorescent Bulbs	3,500	Feet	\$	\$
Disposal of RCRA empty drums	6	55-gallon	\$	\$
Chemist	3	hour	\$	\$
Technician	3	hour	\$	\$
Oil tank pump-out	1	500-gallon	\$	\$
Vac truck service	1	site	\$	\$
Mobilization: 4049 Reid Street, Palatka FL 32177	1	site	\$	\$
Mobilization: 525 Community College Parkway SE, Palm Bay FL 32909	1	site	\$	\$
Mobilization: 19561 SE Hwy 42, Umatilla FL 32784	1	site	\$	\$
Mobilization: 25633 County Road 448A, Mt. Dora FL 32757	1	site	\$	\$
<b>TOTAL COST OF ALL ITEMS/SERVICES ABOVE</b>				<b>\$</b>

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this quote request and upon award of such quote, shall fully comply with such terms and conditions.

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Date

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Respondent (firm name)

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Address

---

E-mail address

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Signature

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Typed name and title

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Telephone number

NOTE: Please check the box provided below if you are unable to provide a quotation for this project at this time and return this page by email to my attention at [RMMorris@sjrwmd.com](mailto:RMMorris@sjrwmd.com)

I am unable to provide a quotation at this time for the following reason(s):

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Respondent's Signature

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Respondent's Company Name



**EXHIBIT 3 - QUALIFICATIONS – GENERAL**

(This form to be included in quote submittal)

As part of the quote request, Respondent shall complete the following so that the District can determine Respondent's ability and experience regarding the proposed request.

Name of Respondent:

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Year company was organized/formed: \_\_\_\_\_

Number of years Respondent has been engaged in business under the present firm or trade name:

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Total number of years Respondent has experience in similar work described in this request:

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Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

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Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

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Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

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QUALIFICATIONS – SIMILAR PROJECTS  
(This form to be included in quote submittal)

Respondent must have successfully completed at least two projects of a similar nature (refer to the tasks outlined in the SOW) in the past three years by the individual, firm, or project manager assigned to the project

Completed Project 1:

Agency/Company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Project location: \_\_\_\_\_

Name of project: \_\_\_\_\_

Project Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Respondent's Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**Completed Project 2:**

Agency/Company: \_\_\_\_\_

Current contact person at Agency/Company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Address of Agency/Company: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Project description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project Manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

QUALIFICATIONS - CLIENT REFERENCES  
(This form to be included in quote submittal)

Respondent shall provide a minimum of two references. No more than one reference shall be from the similar projects listed. Not more than one reference shall be from the District. If a District project is cited, do not request a letter from District staff.

**Client Reference 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

**Client Reference 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

#### EXHIBIT 4 – INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall name the **St. Johns River Water Management District (the "District") as Additional Insured**. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Consultant claims an exemption from workers' compensation coverage, Consultant must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Consultant must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a project aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added, or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.
- (d) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (e) **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.