

**RESOLUTION NO. R-2022-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT WITH ELECTRIC CAB NORTH AMERICA TO PROVIDE TRANSPORTATION SERVICES IN THE AMOUNT NOT TO EXCEED ONE HUNDRED AND SEVENTEEN THOUSAND, NINE HUNDRED AND TEN DOLLARS (\$117,910); ATTACHED IN EXHIBIT B; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS**, The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS**, The City Council recognizes the importance of public transportation within our community through the Focus Area of Multi-Mobility; and

**WHEREAS**, The Comprehensive Plan places emphasis on public transportation with a goal to expand and enhance transit services; and

**WHEREAS**, Both the Bastrop community and visitors have shown through the continually increasing number of rides with our free E-Cab service that they find the service to provide a high benefit to their quality of life or visitor experience.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

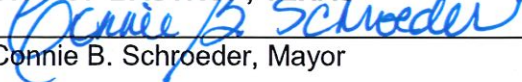
**SECTION 1.** That the City Manager is hereby authorized to execute a general services agreement associated with transportation services, at a cost of One Hundred and Seventeen Thousand, Nine Hundred and Ten Dollars (\$117,910) attached as Exhibit A.

**SECTION 2.** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 3.** That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 8<sup>th</sup> day of November 2022.

**CITY OF BASTROP, TEXAS**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
Alan Bojorquez, City Attorney

**CITY OF BASTROP**  
**STANDARD CONTRACT FOR GENERAL SERVICES**  
Over \$50K  
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Electric Cab of Austin** (the “Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project”)

**I. General Information and Terms.**

Contractor’s Name and Address:	Electric Cab of Austin 5011 E Cesar Chavez St Austin, Texas 78702 Attn: Chris Nielsen
General Description of Services:	Electric Transportation
Maximum Contract Amount:	\$117,910.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

**II. Standard Contractual Provisions.**

A. Contractor’s Services. The Contractor will provide to the City electric cab service (Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for

in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof of is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The Services shall not commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor's sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The

City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT,

ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in

the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

R. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

S. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

### **III. Additional Terms or Conditions.**

#### **Insurance**

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing

operations,” (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

#### **A. Audit**

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor’s employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor’s stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors’ and any other Third Parties’ charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

#### **B. Reports of Incidents**

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

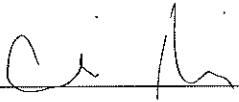
**IV. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract



**V. Signatures.**

**ELECTRIC CAB OF AUSTIN**

By: 

Printed Name: Chris Nielsen

Title: CEO

Date: 11/02/2022

**CITY OF BASTROP**

By:   
Sylvia Carrillo (Nov 14, 2022 13:33 CST)

Printed Name: Sylvia Carrillo

Title: City Manager

Date: Nov 14, 2022

**EXHIBIT A-1**

Certificate of Interested Persons with Certification of Filing  
(Form 1295)

*(See Attached)*

**EXHIBIT A-2**

Scope of Services *(See Attached)*

Electric Cab of North America		Monthly	1 Year
December 1, 2022-November 30, 2023			
<b>ONE CAB, ONE OPERATOR</b>			
Bastrop Shuttle Program Subscription: 1 Standard Vehicle, 1 Operator, Insurance, and Management			
Vehicles: \$75/hr/vehicle; excluding any applicable taxes of fees		\$9,750	\$117,000
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program			
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost			
Run-times:	Hours	\$75/Hr	Cost/Month
Sunday	8	\$600	\$1,200
Thursday	6	\$450	\$2,700
Friday	8	\$600	\$4,800
Saturday	8	\$600	\$4,800
Advertising	0	\$0	\$0
Total		\$9,750	\$117,000
<b>ONE CAB, ONE OPERATOR, ONE ADA VEHICLE</b>			

Electric Cab of North America		Monthly	1 Year
December 1, 2022-November 30, 2023			
<b>ONE CAB, ONE OPERATOR</b>			
Bastrop Shuttle Program Subscription: 1 Standard Vehicle, 1 Operator, Insurance, and Management			
Vehicles: \$75/hr/vehicle; excluding any applicable taxes of fees		\$12,350	\$148,200
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program			
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost			
Run-times:	Hours	\$95/Hr	Cost/Month
Sunday	8	\$760	\$3,293
Thursday	6	\$570	\$2,470
Friday	8	\$760	\$3,293
Saturday	8	\$760	\$3,293
Advertising	0	\$0	\$0
Total		\$12,350	\$148,200
<b>TWO VEHICLES, TWO OPERATORS</b>			

Electric Cab of North America		Monthly	1 Year
December 1, 2022-November 30, 2023			
<b>ONE CAB, ONE OPERATOR</b>			
Bastrop Shuttle Program Subscription: 1 Standard Vehicle, 1 Operator, Insurance, and Management			
Vehicles: \$75/hr/vehicle; excluding any applicable taxes of fees		\$9,750	\$117,000
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program			
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost			
Run-times:	Hours	\$75/Hr	Cost/Month
Sunday	8	\$600	\$1,200
Thursday	6	\$450	\$2,700
Friday	8	\$600	\$4,800
Saturday	8	\$600	\$4,800
Advertising	0	\$0	\$0
Total		\$9,750	\$117,000
<b>ONE CAB, ONE OPERATOR, ONE ADA VEHICLE</b>			
Bastrop Shuttle Program Subscription: 1 Standard Vehicle, 1 ADA Vehicle, 1 Operator, Insurance, and Management			
Vehicles: \$75/hr/vehicle, \$20/hr/ADA vehicle; excluding any applicable taxes of fees		\$12,350	\$148,200
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program			
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost			
Run-times:	Hours	\$95/Hr	Cost/Month
Sunday	8	\$760	\$3,293
Thursday	6	\$570	\$2,470
Friday	8	\$760	\$3,293
Saturday	8	\$760	\$3,293
Advertising	0	\$0	\$0
Total		\$12,350	\$148,200
<b>TWO VEHICLES, TWO OPERATORS</b>			
Bastrop Shuttle Program Subscription: 2 Standard Vehicles, 2 Operators, Insurance, and Management			
Vehicles: \$75/hr/vehicle; excluding any applicable taxes of fees		\$19,500	\$234,000
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program			
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost			
Run-times:	Hours	\$150/Hr	Cost/Month
Sunday	8	\$1,200	\$5,200
Thursday	6	\$900	\$3,900
Friday	8	\$1,200	\$5,200
Saturday	8	\$1,200	\$5,200
Advertising	0	\$0	\$0
Total		\$19,500	\$234,000

SUMMER/HOLIDAY INCREASED SERVICE			
Monday	6	\$450	\$1,950
Tuesday	6	\$450	\$1,950
Wednesday	6	\$450	\$1,950
Total			\$24,300

SUMMER/HOLIDAY INCREASED SERVICE			
Monday	6	\$570	\$2,470
Tuesday	6	\$570	\$2,470
Wednesday	6	\$570	\$2,470
Total			\$30,780

SUMMER/HOLIDAY INCREASED SERVICE			
Monday	6	\$900	\$3,900
Tuesday	6	\$900	\$3,900
Wednesday	6	\$900	\$3,900
Total			\$48,600

**TWO VEHICLES, TWO OPERATORS, ONE ADA VEHICLE**

Bastrop Shuttle Program Subscription: 2 Standard Vehicles, 1 ADA Vehicle, 2 Operators, Insurance, and Management Monthly 1 Year \$35,360 \$424,320

Vehicles: \$75/hr/vehicle, \$20/hr/ADA vehicle; excluding any applicable taxes of fees Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost

Run-times:	Hours	\$170/Hr	Cost/Month	1 Year
Sunday	8	\$1,360	\$5,893	\$70,720
Monday	6	\$1,020	\$4,420	\$53,040
Tuesday	6	\$1,020	\$4,420	\$53,040
Wednesday	6	\$1,020	\$4,420	\$53,040
Thursday	6	\$1,020	\$4,420	\$53,040
Friday	8	\$1,360	\$5,893	\$70,720
Saturday	8	\$1,360	\$5,893	\$70,720
	Advertising		0	\$0
	Total		\$35,360	\$424,320

**Route Optimization (Mobility Patterns)**

- Commuting patterns (origin, destination, timestamp)
- Completely customizable to customer's needs
- Operators provide consistent message as ambassadors for the City
- Drives Economic Development
- Seamless Connectivity within the District

Prices valid for 60 days.

**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

**EXHIBIT B-1**  
**REQUIREMENTS FOR GENERAL SERVICES CONTRACT**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop  
Finance Department  
1311 Chestnut Street  
Bastrop, TX 78602**

## INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

### Coverages Required & Limits (Figures Denote Minimums)

Workers' Compensation      Statutory limits, State of TX.

Employers' Liability      \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits		Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily		\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto  
\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: \_\_\_\_\_

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.








# ECAB Contract

Final Audit Report

2022-11-14

Created:	2022-11-14
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-  Document created by Victoria Psencik (vpsencik@cityofbastrop.org)  
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