Attachment A
Definitions
Combo Truck Rental and Spill Cleaning Services

As used in this agreement, the following terms have the meanings set out below:

“Acceptance,” as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself approval of specific services as a partial or complete performance of the contract.

“Additional Services” shall mean other services to repair systems associated with the overhead cranes and hoists, not otherwise described in this specification, to bring the equipment to the working conditions agreeable to the Director and Contractor.

"Agreement" means this contract between the parties, including all exhibits, change orders, and any written amendments authorized by City Council and the Contractor.

“Authority Having Jurisdiction” shall mean the agency, organization, office, or individual responsible for approving materials, equipment, work, installation, or procedure.

"City" is defined in the preamble of this agreement and includes its successors and assigns.

“City of Houston Normal Business Hours” shall mean 8:00 a.m. to 5:00 p.m., Monday to Friday, except on days that are considered City holidays.

“Chief Procurement Officer” (CPO) is the person or duly authorized successor authorized in writing to act for the City. The term includes, except as otherwise provided in this contract, the authorized representative of the City purchasing agent acting within the limits of delegated authority.

“Contracting Officer’s Representative” (COR): Has the authority to start and request termination of the contract and approve payment of invoices.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

“Contract Administrator” means the representative of the Houston Public Works Department who is responsible for administering the contract.

“Contract Award Notice” means the official notification substantiated by the Notice to Proceed issued by the Chief Procurement Officer to the Contractor.

“Contract Charges” means charges that accrue during a given month as defined in Article III.

“Contract Technical Representative” (CTR) shall mean the representative of the Director of the Appropriate Department assigned to verify services invoiced, maintain a record of available funds, comply with the terms of the contract, and review the contract at the time of renewal.

“User Department Representative” (UDR) shall mean the representative of the Director of the Department assigned to administer the day-to-day activities of the contract.

“Contract Term” is defined in Article IV.

"Contractor" is defined in the preamble of this agreement and includes its successors and assignees.

“Contractor’s Facility” shall mean the Contractor's place of business, where the Contractor performs repairs to equipment and machinery for other entities, specifically where the Contractor plans to repair City of Houston equipment. The facility shall be clean and free from dirt and dust to prevent contamination and damage during the assembly of any equipment.

“Contractor’s Standard Business Hours” shall mean the daily eight (8) hour period Monday through Friday, which the Contractor has established as their typical business day.

“Correction” as used in this clause, means the elimination of a defect.

“Council Motion or Ordinance” shall mean the Official Document passed by the Governing Body designating award(s) and directing the Chief Procurement Officer to issue Notice(s) to Proceed.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"'Combo Truck”, refer to a truck equipped with both high-pressure hose and vacuum capabilities.

“Director" means the Director of the Houston Public Works Department, or the person he or she designates.

“Effective Date” is defined as the date the contract is countersigned by the City Controller.

“Established Contractor/Supplier” is defined as any bidder who engages in any practice or trade, or method of dealing regularly in a place, vocation, or trade to justify an expectation that the bidder can be expected to perform satisfactorily with respect to this contract.

“Emergency Labor Rate “(ELR) shall mean the contractor’s charge for labor for unscheduled, immediate, and continuous repair work that shall be carried out until the repair of the unit is completed. UDR must authorize all emergency works.

“Equipment Inventory (EI) Number” shall mean the unique, cradle-to-grave number called Equipment Inventory (EI) Number used by (MMS) to identify each piece of equipment.

“(EI) Tag” shall mean a metallic strip embossed with the equipment inventory number (EI #) attached to each piece of equipment.

“Field Labor Rate” (FLR) shall mean the Contractor’s charge for labor outside of their shop or facility during normal business hours. The labor charge associated with work performed at a City of Houston facility.

“Governing Body” shall mean the Mayor and City Council of the City of Houston.

“Hazardous Materials” is defined in Article II (Environmental Laws)

“Inspection” shall mean a visual examination of crane/hoist equipment, materials, workmanship, or portions thereof to verify installation and operational performance.

“Maintenance” shall mean work performed or repairs made to keep equipment operable and in compliance.

“Maintenance Management System” (MMS) shall mean a computerized database to manage work order process and maintains historical data about performance and repair of equipment at the Water Production and Wastewater Operations branches of the Utilities Division, City of Houston.

“Non-OEM Parts” shall mean any After Market Part(s) that meets or exceeds Original Equipment Manufacturer’s standards.

“Notice to Proceed” means a written communication from the Chief Procurement Officer to the Contractor instructing the Contractor to begin performance.

“Other Repair Methods” shall mean any method of repair other than those prescribed in the Bid Form. These “other repair methods” must be authorized in writing by the equipment manufacturer and be approved by the Director.

“Overtime Labor Rate” (OLR) shall mean the contractor’s charge for labor for work performed after the Contractor’s Standard Business Hours. UDR must authorize all overtime work.

“Parties” shall mean all the entities set out in the Preamble that are bound by this Agreement.

“Performance Test” shall mean actions carried out on a piece of equipment to ensure that it can safely perform its required function(s).

“Preventive Maintenance (PM)” shall mean a program whose mission is to extend the life of equipment and detect critical wear of equipment. The PM shall be accomplished through the performance of a series of tasks at variable frequencies before the equipment fails or breaks down.

“Standard Labor Rate “(SLR) shall mean the contractor’s charge for labor during the Contractor’s standard business hours.

“Start of Contract Period” shall mean the date specified in the Notice to Proceed from the Chief Procurement Officer.