



EXHIBIT A – ACRONYMS AND DEFINITIONS

As used in the Contract to which this Exhibit is attached, and in the other Contract Documents, unless otherwise specified therein, the following acronyms and terms shall have the meanings set forth below.

ACRONYMS	
Abbreviation	Title or Description
AADT	Annual Average Daily Traffic
AAP	Affirmative Action Plan
AAS	Additional Applicable Standards
AASHTO	American Association of State Highway & Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
AMRL	AASHTO Materials Reference Laboratory
ANSI	American National Standards Institute (formerly ASA and USASI)
ASTM	ASTM International
BAFO	Best and Final Offer
BIP	Safe and Sound Bridge Improvement Project
CADD	Computer-Assisted Drafting and Design
CCRL	Cement and Concrete Reference Laboratory
CE	Category Exclusion or Civil Engineer as applicable
CERCLA	Comprehensive Environmental Response, Compensation & Liability Act, 42 U.S.C. §§ 9601, et. seq.
CFR	Code of Federal Regulations
CIP	Cast in Place
CMS	Changeable Message Sign
COE	(U.S.) Army Corps of Engineers
CPI	Consumer Price Index
CR	Community Relations
CRSI	Concrete Reinforcing Steel Institute
CSL	Cross Sonic Log
CSR	Code of State Regulations
DBE	Disadvantaged Business Enterprise
DBFM	Design, Build, Finance and Maintain
DHW	Design High Water
DRB	Dispute Resolution Board
ECR	External Civil Rights Office
EEO	Equal Employment Opportunity
EIA	Electronics Industries Alliance
EPA	(U.S.) Environmental Protection Agency
EPD	Escrowed Proposal Documents

**The Bridge Improvement Project
Missouri Department of Transportation
Request for Proposals
Book 1 – Design, Build, Finance, and Maintain Contract
Safe and Sound Contract**



ACRONYMS	
Abbreviation	Title or Description
EPG	(MoDOT's) Engineering Policy Guide
FAR	Federal Acquisition Regulation
FAST	Federal-Aid Acceptance Sampling and Testing
FEIS	Final Environmental Impact Statement
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GSA	Grade Separation Agreement
HEC-RAS	Hydrologic Engineering Center's River Analysis System
IAS	Independent Assurance Sampling
ISDA	International Swaps and Derivatives Association
ISO	International Organization for Standards
ITS	Intelligent Transportation Systems
ITP	Instructions to Proposers
LFD	Load Factor Design
LOS	Level of Service
LRFD	Load and Resistance Factor Design
MDC	Missouri Department of Conservation
MDFB	Missouri Development Finance Board
MHTC	Missouri Highway and Transportation Commission
MOA	Memorandum of Agreement
MoDNR	Missouri Department of Natural Resources
MoDOT	Missouri Department of Transportation
MOT	Maintenance of Traffic
MOU	Memorandum of Understanding
mph	Miles per Hour
MRCC	Missouri Regional Certification Committee
MRUA	Master Reimbursable Utility Agreement
MSE	Mechanically Stabilized Earth
MUTCD	Manual on Uniform Traffic Control Devices
NBIS	National Bridge Inspection Standards
NBS	National Bureau of Standards
NCHRP	National Cooperative Highway Research Program
NEC	National Electrical Code
NEPA	National Environmental Policy Act
NEMA	National Electrical Manufacturers Association
NESHAP	National Emission Standard for Hazardous Air Pollutants
NFIP	National Flood Insurance Program
NFPA	National Fire Protection Association
NGS	National Geodetic Survey
NHS	National Highway System

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Abbreviation	Title or Description
NICET	National Institute for Certification in Engineering Technologies
NIOSH	National Institute for Occupational Safety & Health
NPDES	National Pollution and Discharge Elimination System
NRHP	National Register of Historic Places
NTCIP	National Transportation Communications for ITS Protocol Standards
NTP	Notice to Proceed
OJT	On the Job Training
OSHA	Occupational Safety & Health Administration
PAB	Private Activity Bond(s)
PDM	Project Development Manual
PE	Professional Engineer, or, in the context of right of way, PE shall mean Permanent Easements
PI	Public Information
PIP	Public Information Plan
PLS	Professional Land Surveyor
QA	Quality Assurance
QC	Quality Control
QM	Quality Manual
RFC	Released for Construction
RFP	Request for Proposals
RFQ	Request for Qualifications
ROD	Record of Decision
ROW	Right of Way
RSMo	Revised Statutes of the State of Missouri
SEMA	State Emergency Management Agency
SHPO	State Historic Preservation Officer
SI&A	Structural Inventory and Appraisal
SOQ	Statement of Qualifications
STD	Standard
STIP	MHTC's Statewide Transportation Improvement Plan
SUE	Subsurface Utility Engineering
TCP	Traffic Control Plan
TE	Temporary Easement
TIA	Telecommunications Industries Association
UCP	Unified Certification Program
UE	Utility Easement
USACE	United States Army Corps of Engineers
USASI	United States of America Standards Institute
USC	United States Code
USDOT	United States Department of Transportation



ACRONYMS	
Abbreviation	Title or Description
USFWS	U.S. Fish & Wildlife Service
USGS	United States Geological Survey
UTR	Utility Tracking Report
VPD	Vehicles Per Day
WBS	Work Breakdown Structure

DEFINITIONS	
Term	Meaning
[]	Bracketed information shall be updated and the brackets will be removed during conforming contract negotiations.
Acceleration Costs	Shall mean all fully documented increased costs reasonably incurred by the Contractor (i.e., costs over and above what the Contractor would otherwise have incurred) which are directly attributable to increasing the performance levels of the Work in an attempt to complete necessary Activities of the Work earlier than otherwise scheduled or anticipated, including for additional Equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision, and any unexpected movement of materials, Equipment, or crews necessary for resequencing in connection with acceleration efforts.
Acceptance of Structure	Shall mean the satisfaction of the requirements of Book 1 Section 20.1.1.1 or 20.1.1.4, as applicable for an individual Project Bridge.
Additional Applicable Standards	Alternative requirements to MoDOT's standards, which have been submitted by Contractor and accepted by the Commission (and the FHWA for use on or over an NHS route where construction costs are expected to exceed one million dollars (\$1,000,000)), and incorporated as Applicable Standards in Book 3.
Additional ROW / Additional ROW Plans	Shall have the meaning set forth in Book 1, Section 6.1.2, in reference to land, improvements, rights acquired and easements to any property ownership interest.
Affected Project Bridges	Shall have the meaning set forth in Book1, Section 13.4.4
Affidavit of Completion	Shall have the meaning set for in Book 1, Section 20.1.3.1.
Affiliate	Shall mean: <ul style="list-style-type: none"> a) any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with the: <ul style="list-style-type: none"> i) Contractor; or ii) any Major Participant; and b) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially, or of record by the: <ul style="list-style-type: none"> i) Contractor;



DEFINITIONS	
Term	Meaning
	<ul style="list-style-type: none"> ii) any Major Participant; or iii) any Affiliate of the Contractor under Part a) of this definition. <p>For purposes of this definition, the term “control” shall mean the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship, or otherwise.</p>
Applicable Laws	See Legal Requirements.
Applicable Standards	Shall mean the standards included in Book 3, including Additional Applicable Standards subject to the provisions of Book 1 Section 1.3.
Application for Payment	The application shall have the meaning set forth in Book 1, Section 11.5
As-Built Documents	Shall mean the documents to be provided by the Contractor as described in Book 2, Section 3.
Audit	Shall mean any audit, spot check or other review of any Work or other obligations of the Contractor to be performed under the Contract Documents.
Award	Shall mean the execution of the Contract by the Contractor and the Commission, with the understanding that the order of priority of the various Contract Documents shall be as set forth in Book 1, Section 1.3, and that the Commission shall have the right to require compliance with the requirements of the Contract Documents, even though it may necessitate performance of Work by the Contractor not contemplated in the Proposal Documents.
Base Case Financial Model; or Financial Model	<p>Shall mean the Financial Model Formulas and the assumptions and information used by or incorporated in the Financial Model Formulas as of the Effective Date:</p> <ul style="list-style-type: none"> a) on the basis of which the Contractor and the Commission entered into this Contract; and b) which include certain projections and calculations with respect to revenues, expenses, the repayment of Project Debt and distributions to initial equity investors that result in achievement of certain coverage ratios and a certain real after tax internal rate of return on equity investment over the Term, assuming no early termination or extension.
Base Case Financial Model Update	Shall mean the Base Case Financial Model as most recently updated pursuant to the Contract prior to termination of the Contract or in connection with a Compensable Event.
Benchmark Insurance Premiums	Shall mean industry standard insurance premiums for services in the State of Missouri analogous to the Work required to be performed by the Contractor hereunder, as mutually and reasonably agreed to annually by the Commission and the Contractor, with due regard to the commercial realities in effect at the time.
Betterment	Shall mean, as related to Utilities, the upgrading (e.g. increase in capacity) of a Utility being relocated that is not attributable to the construction of the Project or is made solely for the benefit of and at the election of the Utility



DEFINITIONS	
Term	Meaning
	Owner, not including a technology improvement which can be implemented at a cost equal to or less than the cost of a “like for like” replacement or relocation. For the avoidance of doubt, the use of new materials or compliance with current standards in the performance of the Utility Work is not considered a Betterment.
Book 1	Shall mean the Contract Document designated as “Book 1” in the RFP.
Book 2	Shall mean the Contract Document designated as “Book 2” in the RFP.
Book 3	Shall mean the Contract Document designated as “Book 3” in the RFP.
Book 4	Shall mean the Contract Document designated as “Book 4” in the RFP.
Book 5	Shall mean the Informational Documents designated as “Book 5” in the RFP.
Breakage Costs	Shall mean any commercially reasonable prepayment premiums or penalties, make-whole payments or other prepayment amounts, including costs of early termination of interest rate hedging arrangements and payments to monoline insurance carriers that the Contractor must pay under any Funding Agreement or Security Document as a result any prepayment, redemption or acceleration of the maturity of any Project Debt or the termination, in whole or in part, of any interest rate swaps or commitments to lend or provide Project Debt.
Bridge	Shall mean a structure having a clear span greater than 20 feet (6.1 m) measured on a horizontal plane along the centerline of roadway, or a multiple span structure where the total length of spans is in excess of 20 feet (6.1 m). For both single and multiple span bridges, the clear span shall be construed to mean the total distance from face to face of end bents or outer walls of the structure.
Bridge Component	Shall mean parts of a bridge that receive Condition Ratings (i.e. Substructure, Superstructure and Deck)
Bridge Element(s)	Shall mean parts of a bridge not given a Condition Rating that are required to be maintained in good working order, they include but are not limited to; expansion devices, joint seals, bearings, railings, protective coatings, wearing surface and drainage systems.
Bridge Maintenance Plan	Shall mean a bridge maintenance plan suitable for approval by the FHWA, which will need to incorporate the following key attributes as part of a systematic process: <ul style="list-style-type: none"> a) Define how the needs are identified. b) Outline how the needs are prioritized and programmed. c) Define the outcome or goal, including resources necessary & timeframes to reach the outcome/goal. d) Demonstrate that the proposed activity is a cost-effective means of extending the service life of a bridge. e) Dedicate resources necessary to reach defined outcome/goal. f) annually tracks, evaluates and reports on progress in reaching outcome/goal and adjust resources accordingly.



DEFINITIONS	
Term	Meaning
Bridge Rehabilitation	Shall mean a project that modifies an existing bridge; for example, where existing concrete that is no longer sound is removed and replaced with sound concrete, or where girders are repaired, piles replaced, bridge deck replaced, but the majority of the substructure is used in place.
Bridge Replacement	Shall mean a project to replace the existing bridge structure with a new bridge structure.
Bridge Substitution	Shall mean the Project Bridge substitution framework described in Section 13.4.5.
Business Day	Shall mean a day that MoDOT is open for business, excluding holidays, Saturdays and Sundays.
Calendar Day	Shall mean each and every day shown on the calendar, including Saturdays and Sundays, beginning and ending at midnight.
Change in Law	Shall mean any change in a Legal Requirement, change in the judicial interpretation of a Legal Requirement, or adoption of any new Legal Requirement, of a type described in Book 1, Section 13.2.3.
Change Order	A written order as authorized by the Contract, directing changes in the Work as made necessary or desirable by unforeseen conditions or events discovered or occurring during the progress of the Work.
Claim	Shall mean a separate demand by the Contractor for: <ul style="list-style-type: none"> a) a time extension; or b) payment of money or damages arising from work done by or on behalf of the Contractor in connection with the Contract which is disputed by the Commission. <p>A claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order or Contract amendment signed by all parties.</p>
Closure Days	Shall mean the number of Calendar Days a Project Bridge is closed to traffic to complete Work after Final Completion of such Project Bridge. A Project Bridge that is closed for part of a Calendar Day will be considered closed for a full Calendar Day. Saturday, Sunday and Holidays will be included in determination of Closure Days.
Closure Duration	Shall mean the number of Calendar Days a Road is closed and a detour in effect due to Work on a Project Bridge. If a Road is closed and a detour is in effect for any part of a Calendar Day, the Road will be considered closed for a full Calendar Day.
Collateral Agent	Shall mean the financial institution listed or otherwise designated to act as trustee or agent on behalf of or at the direction of the Lenders in the Security Documents or an inter-creditor agreement or other document executed by them.
Commercial Vehicle(s)	Shall mean a vehicle used on highways, in interstate commerce, that meets one of the following criteria: <ul style="list-style-type: none"> a) has a Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR), or gross vehicle weight or gross combination weight of 10,001 pounds or more, whichever is



DEFINITIONS	
Term	Meaning
	<p>greater;</p> <p>b) is designed to transport more than eight passengers, including the driver, for compensation;</p> <p>c) is designed to transport 16 or more people, including the driver and is not used to transport passengers for compensation; or</p> <p>d) functions to transport hazardous materials in quantities requiring the vehicle to be placarded.</p>
Commission	Shall mean the Missouri Highways and Transportation Commission, including the Missouri Department of Transportation.
Commission-Caused Delays	<p>Shall mean unavoidable delays arising from the following matters and no others:</p> <p>a) a suspension order pursuant to Book 1, Section 14.1;</p> <p>b) Commission-Directed Changes;</p> <p>c) delay in issuance of a limited NTP or Final NTP or provision of reasons why it was unable to do so to the extent provided in Book 1, Section 1.12 or Section 4;</p> <p>d) any improper action by the Commission as representative with binding authority, as specified in Book 1, Section 24, or improper failure to act by the Commission within a reasonable time after delivery of notice by the Contractor to the Commission requesting such action;</p> <p>e) any delay resulting from the Commission's actions pursuant to Book 1, Section 5.3.1 in excess of two Business Days;</p> <p>f) any delay resulting from the Commission's failure to provide any Existing ROW or any Additional ROW in accordance with Book 2 Section 8; and</p> <p>g) Any delay resulting from the Commission's failure to meet any of its specific obligations as set forth in the Contract that results in a material negative impact.</p> <p>For the avoidance of doubt, any court order to suspend Work shall not be considered a Commission-Caused Delay (unless such court order was obtained at the request of the Commission) despite the fact that the Commission may specifically direct the Contractor to comply with the court order.</p>
Commission Default	Shall have the meaning set forth in Book 1, Section 16.3.1
Commission-Directed Change	Shall mean any changes in the Work, including changes in the standards applicable to the Work, which the Commission has directed the Contractor to perform as described in Book 1, Section 13, or any suspension for convenience pursuant to Book 1, Section 14.3.
Compensable Events	Shall have the meaning set forth in Book 1, Section 13.4.2.
Compensation Amount	Shall mean, except as specifically otherwise provided in the Contract, the amount necessary to restore the Contractor to the same economic position it would have been in if the Compensable Event had not occurred, regardless of which method or timing for payment of such amount the



DEFINITIONS	
Term	Meaning
	Commission chooses under Book 1, Section 13.7.1.
Completion Deadline	Shall mean each of the Initial Construction Completion Deadline and the Final Acceptance Deadline as applicable.
Completion of Initial Construction	Shall mean the achievement of Acceptance of Structure for all Project Bridges pursuant to Section 20.1.1.1, other than those Project Bridges for which Acceptance of Structure has been delayed pursuant to Section 13.4.4.
Condition Rating, or Cond.	Shall mean the National Bridge Inventory rating for items 58 (deck), 59 (superstructure), 60 (substructure) and 62 (culvert).
Construction Day Allowance	<p>Shall mean the number of Calendar Days bid to complete the Construction Duration for each Project Bridge on Form T or Form R respectively, in each case, using the negotiated lower amount of days shown on each of Form T and Form R in the column beginning with “Final”, plus any number of days included in a Change Order as allowed for in accordance with Book 1, Section 6.2.3, Utility Delay and in accordance with Book 1, Section 12.1, Relief Events.</p> <p>The following values are provided only for a reference and such values are prior to any Bridge Substitutions or Change Orders:</p> <ul style="list-style-type: none"> a) The sum of the Construction Day Allowances for the 50 Project Bridges listed on Form T is 3,900 days, with an average Closure Day Allowance of 78.0 days per such Project Bridge. b) The sum of the Construction Day Allowances for the 752 Project Bridges listed on Form R is 45,120 days, with an average Construction Day Allowance of 60.0 days per such Project Bridge.
Construction Duration	Shall mean the number of Calendar Days, not constituting a Closure Day that a lane is closed or a bypass or lane restriction is in effect due to Work on a Project Bridge. A lane closure, lane restriction or bypass that is in effect for greater than 4 hours will be counted as a full Calendar Day.
Construction Work Cost	Shall include the direct construction cost consisting of equipment utilized, labor performed, and materials incorporated in the construction of the completed Project Bridge sites, as shown on Form O.
Consumer Price Index (CPI)	Shall mean the “Consumer Price Index – U.S., Averages for all Midwest Urban Consumers, All Items” (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that if the Index is changed so that the base year of the Index changes, the Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that if the Index is discontinued or substantially altered, the applicable substitute index will be that chosen by the Secretary of the Treasury for the Department of Treasury’s Inflation-Linked Treasuries as described at 62 Federal Register 846-847 (January 6, 1997), or if no such securities are outstanding, will be determined by the parties in accordance with general market practice at the time.
Contract	Shall mean the Design, Build, Finance, and Maintenance Contract for the Project, as set forth in Book 1, executed by the Commission and the



DEFINITIONS	
Term	Meaning
	Contractor, and any and all amendments thereto.
Contract Documents	Shall have the meaning set forth in Book 1, Section 1.2.
Contract Drawings	Shall mean the drawings included in Book 4.
Contract Price	Shall have the meaning set forth in Book 1, Section 11.1.1.
Contract Schedule	Shall mean the schedule, including any updates as set forth in Book 2, Section 2.2.
Contractor	Shall mean the entity undertaking performance of the work under the terms of the Contract, and acting directly or through the contractor or contractor's agents or employees.
Contractor Control	Shall mean with respect to each Project Bridge: <ul style="list-style-type: none"> a) during the Initial Construction Period, the period commencing on the date when the Contractor has physically mobilized at the Site of such Project Bridge to perform Work related thereto and ending on the date when the Contractor opens the road to traffic and the Commission has been notified of such opening with the <i>Notice of Intent to Perform Work</i> form in accordance with Section 20.1.1.1(b); and b) each other period during the Term when more than 24 continuous hours of traffic control is required at the Site of such Project Bridge in connection with Contractor's Work at such Site.
Contractor Default	Shall have the meaning set forth in Book 1, Section 16.1.1.
Contractor-Related Entities	Shall mean the Contractor, each Major Participant, each Subcontractor, their employees, agents, and officers and all other Persons for whom Contractor may be legally or contractually responsible.
Contractor's Engineer	Shall mean a professional engineer registered in the State of Missouri who is responsible for engineering and administrative supervision of the Project on behalf of the Contractor, who is either an employee of the Contractor, or a consulting engineer under contract to the Contractor.
Contractor's Financial Proposal	Shall mean the finance plan, cost allocation and Payment Schedule.
Contractor's Interest	Shall mean all right, title, and interest of the Contractor in, to, under or derived from the Contract and the other Contract Documents.
Covered Obligations	Shall have the meaning set forth in Book 1, Exhibit K
Cost	Shall mean the actual cost incurred, as distinguished from forecasted cost and determined in accordance with prevailing principles applicable to public contracts including Contract Cost Principles and Procedures, 48 CFR, Part 31 and Government Auditing Standards, as published by the Comptroller General of the United States.
DBE Performance Plan	Shall mean the plan provided by the Contractor and approved by the Commission as described in Book 1 Section 7.2 and Exhibit B or, prior to such approval, the draft DBE performance plan included with the Proposal Documents.
DBFM Obligations	Shall have the meaning set forth in Book 1, Exhibit K



DEFINITIONS	
Term	Meaning
Debt Service Obligations	Shall have the meaning set forth in Book 1, Exhibit K
Deck	Shall mean the portion of the Superstructure to which the live load is directly applied, excluding any overlay.
Design Documents	Shall mean all drawings, including Released for Construction Documents, As-Built Documents and all other plans, elevations, sections, details, and diagrams, specifications, reports, calculations and records, at any stage of development or revision necessary for design of the Project in accordance with the Contract Documents.
Design Exception	Shall mean a deviation from the design standards contained in the Contract, approved by the Commission (and the FHWA for use on or over an NHS route where construction costs are expected to exceed one million dollars (\$1,000,000)).
Detour Length	Shall mean the difference in travel distance between the detour route and the closed route as measured from the point of detour route departure from the closed route to the point of its return to the closed route.
Direct Agreement	Shall mean an agreement to be entered into among the Commission, the Collateral Agent and the Contractor on mutually acceptable terms, that sets forth certain of the Lenders' rights in accordance with the Contract Documents.
Disadvantaged Business Enterprise or DBE	Shall mean a contracting firm certified to participate in the U.S. Department of Transportation financial assistance programs as a DBE by MoDOT or by the Missouri Unified Certification Program (UCP) pursuant to Title 49 CFR, Part 26, and pursuant to Title 7 CSR Division 10, Chapter 8, governing MoDOT's DBE Program.
Dispute	Shall have the meaning set forth in Book 1, Section 19.2.1.
Dispute Resolution Board	Shall mean the board described in Book 1, Section 19.4.
Document Depository	Shall have the meaning set forth in Book 1, Section 21.1.1.1.
DRB Agreement	Shall mean the agreement among the Commission, the Contractor, and the members of the Dispute Resolution Board, as described in Book 1, Section 19.4.5.
Early Payment Installment	Shall have the meaning set forth in Book 1, Section 11.2
Early Termination Date	Shall mean any date set forth in a termination notice that results in the termination of the Contract prior to the Final Acceptance Deadline.
Effective Date	Shall mean the date of execution of the Contract by the Commission.
Environmental Approvals	Shall mean all Governmental Approvals required to be obtained under applicable Environmental Laws.
Environmental Laws	Shall mean all Legal Requirements now or hereafter in effect relating to the environment, including protection of non-human forms of life, land, surface, water, groundwater and air, or to emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment.



DEFINITIONS	
Term	Meaning
	including into the air, surface water or groundwater, or onto land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances or otherwise relating to the protection of public health, or welfare as it related to the environment including, but not limited to the statutes listed in the definition of Hazardous Substances; the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and the Hazardous Materials Transportation Act, 49 App. U.S.C. §§ 1801; the Endangered Species Act, 16 U.S.C. §§ 1531 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 et seq.; and the Eagle Protection Act, 16 U.S.C. § 668, each as amended.
Equipment	Shall mean all machinery, tools, and apparatus together with supplies for upkeep and maintenance, necessary for the proper construction and acceptable completion of the Work.
Error	Shall mean an error, omission, inconsistency, inaccuracy, deficiency or other defect, including latent defects.
Escrowed Proposal Documents	Shall have the meaning set forth in Book 1, Section 22.1.
Event of Default	Shall mean a Contractor default as described in Book 1, Section 16.1.1, following notice and opportunity to cure to the extent permitted by Book 1, Section 16.1.2 and by the Direct Agreement, and declaration by the Commission of notice that an Event of Default has occurred.
Executive Management	Shall mean the Commission’s and Contractor’s executive management, including but not limited to the Commission’s Director, Chief Engineer of MoDOT, and Chief Financial Officer of MoDOT and the Contractor’s equivalent positions or such delegated replacements.
Existing ROW & ROW Plans	Shall have the meaning set forth in Book 1, Section 6.1.2, in reference to land, improvements, access rights and easements.
Fair Market Value	Shall mean with respect to the Contractor’s Interest of the following, determined according to the procedures set forth in the Contract, without regard to the fact that the Contract has been Terminated: <ul style="list-style-type: none"> a) the amount that a willing and able buyer would offer, and a willing and able seller would accept, for the purchase and sale of the Contractor’s Interest, in an arm’s length transaction, assuming: <ul style="list-style-type: none"> i) neither party is under economic compulsion or has special bargaining power; ii) the buyer possesses all information in the possession of the Contractor relating to the Project, its condition, the Work, the Contract Documents, and the revenues and expenses of the Contractor; b) This amount shall be determined by an independent top tier investment bank, selected by mutual agreement by the Contractor and the Commission.



DEFINITIONS	
Term	Meaning
Federal(ly)	Shall mean the government of the United States of America.
Federal Requirements	Shall mean all Legal Requirements applicable to work financed with federal funds and the provisions required to be included in FHWA-assisted contracts, including the provisions set forth in Book 1, Exhibit B.
Debt Service Requirement	Shall have the meaning set forth in Book 1, Exhibit K
Federal Revenues	Shall have the meaning set forth in Book 1, Exhibit K
Final Acceptance, or Final Acceptance of Project	Shall mean acceptance of the Project as described in Book 1, Section 20.1.3.
Final Acceptance Deadline	Shall mean the final day of the Term.
Final Completion	Shall follow Acceptance of Structure with respect to an individual Project Bridge and be the date on which the Punch List items with respect to such Project Bridge have been completed, and the Project Bridge is no longer subject to deductions under 20.1.1.3.
Final NTP	Shall have the meaning set forth in Book 1, Section 4.2.
Final Technical Proposal	Shall be the Proposer's detailed technical submittal, as required in the ITP.
Financial Assurance Package	Shall mean the security method the Contractor provides meeting all of the requirements of Book 1 Section 8.
Financial Close	Shall mean the Contract has been executed and precedent conditions related to financing have been satisfied or waived.
Financial Model Formulas	Shall mean the financial formulas that the Contractor and the Commission have agreed upon as of the Effective Date for projecting certain coverage ratios and certain after-tax internal rates of return to equity investors in the Contractor to be achieved in accordance with a specified profile over the Term, which financial formulas are used as part of the Base Case Financial Model, and are used as part of each Base Case Financial Model Update, but without the data and information used by or incorporated in the Base Case Financial Model or Base Case Financial Model Update.
Force Majeure Event	Shall mean the occurrence of any of the following events that is beyond the reasonable control of the Contractor and affects performance of the Contractor's obligations: <ul style="list-style-type: none"> a) acts of terrorism; b) nuclear explosion, radioactive or chemical contamination; c) riot and civil commotion; d) war, including civil war and revolution, invasion, armed conflict, violent act of foreign enemy, military, or armed blockade, or military or armed takeover of the Work, in each case materially affecting the Work; e) an act of government, such as a declaration of national emergency, which requires a substantial portion of the Work to be



DEFINITIONS	
Term	Meaning
	<p>stopped;</p> <p>f) fire or other physical destruction or damage, including collisions, lightning, explosion, earthquakes, epidemics, quarantine restrictions, freight embargos, drought, rain, flood, hurricane, tornado, storm or other action of the elements or other acts of God;</p> <p>g) strikes, strikes, excluding strikes that are only by employees of the Contractor (unless they are part of a general industry or multiple employer strike); or</p> <p>h) confiscation or expropriation by Governmental Persons other than the Department of Transportation</p>
Form R	Shall refer to "Form R" in the Proposal, generally used to reference all the Project Bridges not listed on Form T.
Form T	Shall refer to "Form T" in the Proposal, generally used to reference the 50 highest ADT Project Bridges that are listed on such form.
Funding Agreement	<p>Shall mean:</p> <p>a) any loan agreement, funding agreement, common terms agreement, account maintenance or control agreement, inter-creditor agreement, subordination agreement, trust indenture, hedging agreement, interest rate swap agreement, guaranty, reimbursement or other agreement by, with or in favor of any Lender pertaining to or evidencing Project Debt, other than Security Documents;</p> <p>b) any note, bond or other negotiable or non-negotiable instrument evidencing the indebtedness of the Contractor for Project Debt; and</p> <p>c) any amendment, supplement, variation or waiver of any of the foregoing agreements or instruments.</p>
GARVEE Bonds	Shall have the meaning set forth in Book 1, Exhibit K
Governmental Approval	Shall mean any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration or ruling, required by or with any Governmental Person in order to design and construct the Project.
Governmental Person	Shall mean any federal, state, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity. The term includes the State of Missouri and agencies and subdivisions thereof, including the Department of Transportation.
Handback	Shall have the meaning set forth in Book 1, Section 20.1.4.
Handback Work Plan	Shall have the meaning set forth in Book 1, Section 20.1.4.
Hazardous Substances	<p>Shall mean any of the following:</p> <p>a) Substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response,</p>



DEFINITIONS	
Term	Meaning
	<p>Compensation and Liability Act, 42 USC Section 9601, et seq. (“CERCLA”); the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq. (“RCRA”); the Toxic Substances Control Act, 15 USC Sections 2601 et seq.; the Clean Water Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect,</p> <p>b) Any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court,</p> <p>c) Petroleum or crude oil excluding de minimis amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles, and</p> <p>d) Asbestos or asbestos-containing materials in structures and or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground).</p>
Holidays	<p>Any official holiday of the State of Missouri as provided in state statutes. The current official state holidays are:</p> <p>a) January 1 - New Year's Day b) Third Monday in January - Dr. Martin Luther King Day c) February 12 – Lincoln’s Birthday d) Third Monday in February – President’s Day e) May 8 – Truman’s Birthday f) Last Monday in May – Memorial Day g) July 4 – Independence Day h) First Monday in September - Labor Day i) Second Monday in October - Columbus Day j) November 11 - Veterans Day k) Fourth Thursday in November - Thanksgiving Day l) December 25 - Christmas Day.</p> <p>When any of the above holidays falls on Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday; the holiday will be observed on the immediately preceding Friday.</p>
Incidental Utility Work	<p>Shall mean any abandonment, Protection-in-Place and Utility removal Work necessary and/or determined by the Contractor to be convenient for</p>

**The Bridge Improvement Project
Missouri Department of Transportation
Request for Proposals
Book 1 – Design, Build, Finance, and Maintain Contract
Safe and Sound Contract**



DEFINITIONS	
Term	Meaning
	construction and/or accommodation of the Project. The Contractor shall be responsible for Incidental Utility Work for all Utilities, including required Governmental Approvals, with the Commission's assistance in coordinating such Governmental Approvals.
Including, or including, includes, included	All references in the Contract Documents to "Including" or "including" shall mean "including, but not limited to".
Incremental Costs	Shall mean such costs, if any, which the Contractor incurs as a result of a particular circumstance, which the Contractor would not have incurred but for the circumstance. In determining such costs, one would determine the total cost that the Contractor would have incurred had the circumstance not occurred, and subtract such amount from the costs actually incurred; the difference is the "increment." For example, if the Contractor originally has to relocate three water lines, and a fourth water line is discovered in the same general area which can be relocated by the same crew, then if the Contractor is entitled, pursuant to Book 1, Section 12.4, to a Change Order increasing the Contract Price on account of such newly discovered water line, the Commission will be charged with only the costs of keeping the crew working the additional time to relocate the fourth water line, and will not be charged any portion of the expense of moving the crew to the site in the first place.
Indemnified Parties	Shall have the meaning set forth in Book 1, Section 18.1.1.
Independent Assurance Sampling	Shall mean testing, as required by Volume 1, Section 10 of the MoDOT's <i>Materials Manual</i> .
Independent Engineer	Shall mean a PE retained by the Contractor and/or the Collateral Agent, which is suitably qualified to and will perform the obligations of such entity pursuant to the terms of the Contract.
Independent Engineer Agreement	Shall mean an agreement among the Contractor, the Collateral Agent, and a Person setting forth the terms and conditions under which such Person is to perform the functions and services of an independent, neutral observer, inspector and auditor of the Work, and any supplements and amendments of any such agreement.
Indexed Amount	Shall have the meaning set forth in Book 1, Section 11.10.
Informational Documents	Shall mean the RFP Documents designated as Book 5, Informational Documents, and described in Book 1, Section 1.4.
Initial Construction Completion Deadline	Shall mean 5 years from the Final Notice to Proceed.
Initial Construction Period	Shall have the meaning set forth in Book 1, Section 1.11 b).
Initial Technical Proposal	Shall be the Proposer's detailed technical submittal, as required in the ITP.
Inspection	Shall mean the act of viewing or looking carefully at construction, manufacturing, design and maintenance practices, processes and products, including document control and shop drawing review, to ensure that the practices, processes and products comply with the quality requirements contained in the Contract Documents.



DEFINITIONS	
Term	Meaning
Instructions to Proposers	Shall mean the RFP Document identified as Instructions to Proposers.
Key Personnel	Shall mean the persons listed in Book 1, Exhibit E, subject to revision in accordance with the Contract Documents.
Legal Requirements	Shall mean all applicable federal, state and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders and decrees of any Governmental Person having jurisdiction over the Project or Site, the practices involved in the Project or Site, any Work, or any Utility Work being performed by a Utility Owner. For the avoidance of doubt, the term "Legal Requirements" does not include Governmental Approvals.
Lender	Shall mean each bank or financial institution, including any financial guarantor, which is a provider of Project Debt or any guarantee or credit enhancement in respect thereof, any interest rate swap provider in connection therewith, and any trustee, security agent, Collateral Agent, common security representative, securities intermediary, inter-creditor agent, administrative agent, or similar fiduciary or agent acting on their behalf, together with their respective successors and assigns.
LIBOR	Shall mean 30-day LIBOR, for any currency, the rate at which deposits denominated in such currency are offered to leading banks in the London interbank market.
Lien	Shall mean any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement, including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument, and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest.
Limited NTP	Shall have the meaning set forth in Book 1, Section 4.2.
Liquidated Damages	Shall mean the damages described in Book 1, Section 17.1.
Location Survey Plan	Shall have the meaning set forth in Book 2, Section 9.5.
Maintenance of Traffic Plan, or MOT Plan	Shall have the meaning set forth in Book 2, Section 16.
Maintenance Period	Shall have the meaning set forth in Book 1, Section 1.11 c).
Maintenance Task	Shall mean, during Maintenance Period, a deficiency in the Bridge Deck, Superstructure or Substructure noted during an Inspection that, according to Book 2, Section 15, the Contractor is required to correct.
Major Participant	Shall mean any of the following entities: <ul style="list-style-type: none"> a) All general partners or joint venture member(s) of the Contractor; all individuals, persons, partnerships, limited liability partnerships, corporations, limited liability companies, business associations, or other legal entities, however organized, directly or indirectly holding a 15% or greater interest in the Contractor; b) the lead engineering/design firm(s); and each Subcontractor that will perform work valued at 20% or more of the



DEFINITIONS	
Term	Meaning
	construction work.
Major Route	Shall mean any highway that is functionally classified as Principal Arterial or Interstate.
Master Reimbursable Utility Agreement	Shall mean an agreement made between the Commission and a Utility Owner that provides a general framework for addressing Utility conflicts.
Material Adverse Effect	Shall mean a substantive change or event that has a material adverse effect on the: <ul style="list-style-type: none"> a) ability of the Contractor to complete the Work as contemplated by the Contract Documents; b) validity, effectiveness or benefit to the Contractor of, or the Contractor's rights under, the Contract; c) validity, effectiveness or benefit to the Commission of; or the Commission's rights under, the Contract, as the case may be; or d) validity or enforceability of any of the Principal Project Documents, in each case, taken as a whole.
Materials	Shall mean all components required for use in the construction of the Project.
Minor Route	Shall mean all highways that are not classified as a Major Route.
Maximum Annual Debt Service	Shall have the meaning set forth in Book 1, Exhibit K
MoDOT	Shall mean the Missouri Department of Transportation including all individuals working within their authority granted by the Missouri Highways and Transportation Commission.
NBIS Inspection	Shall mean an inspection that includes determining NBI ratings in accordance with the provisions defined by Title 23 CFR, NBIS guidelines.
Nonconforming Work	Shall mean Work performed that does not meet the requirements of the Contract Documents.
Notice of Final Acceptance	Shall mean the notice delivered to the Contractor under Book 1, Section 20 stating that Final Acceptance has occurred.
Notice of Termination	Shall mean a notice issued by the Commission or the Contractor, as applicable, to terminate the Contract and the performance of Work by the Contractor pursuant to the Contract.
Other Obligations	Shall have the meaning set forth in Book 1, Exhibit K
Payment Bond	Shall mean the payment bond described in Book 1, Section 8.3.
Payment Installment	Shall have the meaning set forth in Book 1, Section 11.2.
Payment Schedule	Shall have the meaning set forth in Book 1, Section 11.2 and is attached as Book 1, Exhibit M along with any amendment pursuant to Book 1, Section 13.7.1(f).
Performance Security	Shall mean the performance security(s) described in Book 1, Section 8.
Person	Shall mean any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization or Governmental Person,



DEFINITIONS	
Term	Meaning
	including the Commission or MoDOT.
Price Allocation	Shall mean the allocation of the Contract Price set forth on Form O, or applicable portion thereof.
Principal Project Documents	Shall mean the Contract, any additional operation and maintenance contract entered into by the Contractor, the EPD and the Independent Engineer Agreement.
Project	Shall mean the Safe and Sound Bridge Improvement Project, as more specifically described in Book 2, Section 1.0.
Project Bridge(s)	Shall mean all Bridges and other Structures listed in the Book 4, or as modified from time to time in accordance with Book 1, Section 13.4.5.
Project Debt	<p>Shall mean all bona fide indebtedness, including senior, mezzanine and subordinated indebtedness of the Contractor for the value of goods or services rendered to or received by the Contractor, the repayment of which is secured by one or more Security Documents. Project Debt shall include:</p> <ul style="list-style-type: none"> a) principal, including accreted principal; b) accrued interest, including capitalized interest and interest on past due amounts; c) customary and reasonable fees, costs and expenses and other amounts payable to any Lenders; d) all customary and reasonable payment obligations under interest rate hedging agreements, including current-pay and accreting swaps; e) lease financing obligations; f) Breakage Costs; and g) premiums and reimbursement obligations with respect to any insurance or financial guaranty with respect to any of the foregoing. <p>in each case whether as originally scheduled or upon acceleration.</p> <p>No debt shall constitute Project Debt unless and until the Collateral Agent provides the Commission with notice of such Project Debt and the related Funding Agreements and Security Documents in accordance with the terms of the Direct Agreement.</p>
Project Director	Shall mean the person designated by the Commission to direct the Project and to receive delivery of notices to the Commission per Book 1, Section 26.10.1.
Project Manager	Shall mean the person designated by the Contractor to supervise the Project, the Persons performing Work, and to receive delivery of notices to the Contractor per Book 1, Section 26.10.1.
Proposal, Contractor's Proposal or Proposal Documents	Shall mean the documents constituting the Contractor's proposal in response to the RFP, including any best and final offers or supplements to proposals as may have been requested by the Commission.
Proposal Due Date	Shall mean the date the Proposal was due as specified in the Instructions to Proposers.
Proposal Security(ies)	Shall mean the securities required by the ITP in the form of ITP Form P.



DEFINITIONS	
Term	Meaning
Proposer	Shall mean an individual, firm, partnership, corporation, joint venture, or combination thereof that submits a proposal in response to the RFP.
Protection-in-Place or Protect-in-Place	Shall mean any Activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility's location by construction Equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers, per Utility Owner's requirements as necessary to ensure their safe operation and structural integrity. For example, temporarily lifting power lines without cutting them would be considered Protection in Place; whereas temporarily moving power lines to another location after cutting them would be considered a temporary Relocation.
Public Information Plan	Shall mean the plan provided by the Contractor and approved by the Commission as described in Book 2, Section 6 or, prior to such approval, the draft public information plan included with the Proposal Documents.
Punch List	Shall mean the list of Work items with respect to the Project which remain to be completed after achievement of Acceptance of Structure, generally limited to minor incidental items of Work necessary to correct imperfections which have minimal adverse effect on the safety or operability of the Project.
Quality Assurance (QA)	Shall mean all those planned and systematic actions necessary for the Contractor to certify to the Commission that all Work fully complies with the requirements of the Contract Documents and that all materials incorporated in the Work, all Equipment used, and all elements of the Work will perform satisfactorily for the purpose(s) intended.
Quality Control (QC)	Shall mean the activities performed by the Commission, Contractor, designer, producer or manufacturer to ensure and document that a product meets the requirements of the Contract Documents, which may include checking, materials handling and construction procedures, calibrations and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for these purposes.
Quality Manager	Shall have the meaning set forth in Book 1 Section 7.9 b).
Quality Manual	Shall mean the plan provided by the Contractor and approved by the Commission as described in Book 2, Section 3 or, prior to such approval, the draft quality program manual included with the Proposal Documents.
Rehabilitated Contract	Shall have the meaning set forth in Book 1, Section 24.3.3.
Released for Construction Documents	Shall mean the documents described in Book 2, Section 3.2.1.
Relief Event	Shall mean any of the following events, to the extent they result in a material delay or interruption in performance of any obligation under the Contract, and provided such events are beyond the reasonable control of the Contractor and are not due to any negligent act or omission, negligence, recklessness, willful misconduct, breach of contract or Law or violation of a Governmental Approval of any of the Contractor-Related



DEFINITIONS	
Term	Meaning
	<p>Entities, and further provided that such events, or the effects of such events were not reasonably avoidable by the exercise of caution by the Contractor:</p> <ul style="list-style-type: none"> a) any of the events described in Book 1, Section 12.1; b) any of the events described in Book 1, Section 13.4.2; c) any Force Majeure event not otherwise included in Book 1, Section 13.4.2; d) Any spill of Hazardous Substances by a third party who is not acting in the capacity of a Contractor-Related Entity which: <ul style="list-style-type: none"> i) occurs after the Proposal Due Date; ii) is required to be reported to a Governmental Person; and iii) renders use of the roadway or construction area unsafe or potentially unsafe absent assessment, containment and/or remediation; e) Failure to obtain, or delay in obtaining, suspension, termination, interruption, non-renewal or amendment of a Governmental Approval from any Governmental Person, except to the extent that such failure or delay in obtaining a Governmental Approval results from failure by any Contractor-Related Entity to locate or design the Project or carry out the Work in accordance with other Governmental Approvals, which failure may relate to the means or methods used by any Contractor-Related Entity for carrying out the Work; f) The existence at any time following issuance of the Final NTP of any title reservation, condition, easement or encumbrance on any parcel in Existing Right of Way owned by the Commission, of record or not of record, to the extent it interferes with or adversely affects performance of Work, except any title reservations, conditions, easements or encumbrances concerning Utilities, levy districts, railroads or affecting any parcel to which the Commission has right of access prior to the Proposal Due Date, in each case to the extent that they would be reasonably evident prior to the Proposal Due Date upon a visual inspection of the parcel or examination of the information provided to the Contractor prior to the Proposal Due Date; g) Any unreasonable and unjustified delay by a Utility Owner in connection with any temporary or permanent Utility relocation, under the circumstances described in Section 6.2.3 provided that such delay is not caused or contributed to by any action or failure to act on the part of the Contractor; h) Delay in providing access in accordance with Book 1 section 6.1.3; i) Any inability by MDFB to issue private activity bonds to the full extent contemplated by the Proposal; j) Any Reportable Site Condition; k) Any Commission-Caused Delay;



DEFINITIONS	
Term	Meaning
	<ul style="list-style-type: none"> l) Any combination of more than one of the foregoing which individually do not cause a material delay or interruption in performance of any obligation under the Contract, but which in the aggregate result in a material delay or interruption; m) Failure to obtain any Third Party Agreement, other than a Railroad Third Party Agreement; n) Failure to obtain approval from railroad within 6 months after submittal of required railroad submittal documents; or o) Failure to obtain a Railroad Third Party Agreement with a railroad within 18 months from the notice required by Book 2 Section 6.3 provided the Contractor has met its obligations to provide required railroad submittal documents.
Relocation or Relocate	Shall mean as related to Utilities, each removal, transfer of location, abandonment and/or protection in place, including provision of temporary services as necessary, of any and all Utilities that is necessary or advisable in order to accommodate or permit construction of the Project.
Remediation Work	Shall mean after determination by the Contractor, or the Commission that a Hazardous Substance(s) exists, sampling, treatment and/or off-Site disposal of Hazardous Substances and materials containing Hazardous Substances.
Remobilization	Shall mean reasonable documented costs for transporting equipment to and from a reasonable location. For avoidance of doubt, no equipment wait time will be included in any remobilization costs.
Reportable Site Condition	Shall have the meaning set forth in Book 1 Section 5.3.1.
Request for Proposals	Shall mean the Request for Proposals for the Safe and Sound Bridge Improvement Project issued by the Commission, including all addenda thereto.
Revenue Available for Debt Service	Shall have the meaning set forth in Book 1, Exhibit K
RFP Documents	Shall mean the documents listed in ITP Section 1.
Right of Way	Shall mean land and/or rights acquired by or on behalf of the Commission for the construction and maintenance of a Highway. This term is used interchangeably with Rights of Way.
Roadside	Shall mean a general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided Highway may also be considered roadside.
Roadside Development	Shall mean those items necessary for the preservation of landscape materials and features, the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers and suitable planting and other improvements in each case, as such items may increase the effectiveness and enhance the appearance of a Highway.



DEFINITIONS	
Term	Meaning
Routine Maintenance	Shall mean the type of work performed by MoDOT on a routine basis to maintain the highway surfaces, Shoulders, roadsides, facilities, and structures, relating to any/all Project Bridges, such as litter pickup, graffiti removal, vegetation control, plowing snow, application of de-icing compounds, striping and sign maintenance, repair or replacement of bridge fill material unless caused by actions of the Contractor and drift removal, provided that drift accumulation is not caused by a design or construction flaw that make the Bridge prone to drift accumulation.
Scheduled Date for Financial Close	Shall mean the scheduled date for Financial Close set forth in the Contractor's notice delivered pursuant to Book 1, Section 4.2 of the Contract.
Security Document	Shall mean any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, financing statement under the Uniform Commercial Code of any jurisdiction, security instrument or other document creating or perfecting any charge or encumbrance of any kind and of any priority, including any lease in the nature of a security instrument, given to any Lender as security for Project Debt or the Contractor's obligations pertaining to Project Debt and encumbering any of the Contractor's assets or properties (including the Contractor's Interest or an interest) in the Contractor.
Senior Debt Termination Amount	Shall mean as of any date of determination, all amounts outstanding and accrued through such date in respect of all of the Project Debt (excluding mezzanine, and all subordinated indebtedness), including all reasonable Breakage Costs and other amounts, including accrued interest and fees, accreted principal, break funding costs, reimbursement claims and all other amounts, that would become payable as of such date upon the acceleration of the maturity of such Project Debt, or the defeasance of such Project Debt, or the termination of any interest rate swaps or lending commitments, all reimbursement claims by financial guarantors and all other amounts then payable in respect of Project Debt (excluding mezzanine and all subordinated indebtedness).
Service Line	Shall mean as related to Utilities, a Utility line, the function of which is to directly connect the improvements on an individual property to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system. The term "Service Line" also includes any Utility on public or private property that services structures located on such property.
Shall	When used in the Contract Documents, shall mean a mandatory obligation.
Shop Drawings	Shall mean a general term that includes drawings, diagrams, illustrations, samples, schedules, calculations, and other data, which provide details of the construction of the Work and details to be used by the Engineer for inspection.
Shoulder	Shall mean the portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses, which may be concrete, asphalt, aggregate, or vegetative.

**The Bridge Improvement Project
Missouri Department of Transportation
Request for Proposals
Book 1 – Design, Build, Finance, and Maintain Contract
Safe and Sound Contract**



DEFINITIONS	
Term	Meaning
Site	Shall mean the parcels of ROW identified on the ROW drawings upon which the Project is to be constructed and installed as well as all other areas in the vicinity used by the Contractor for construction Work.
Specifications	Shall mean the compilation of provisions and requirements for the design and construction of prescribed work. <ul style="list-style-type: none"> a) The requirements set forth in Book 1. b) The requirements set forth in Book 2. c) Applicable Standards, including Additional Applicable Standards in Book 3.
Stakeholder	Shall mean an individual or group whose interests may be impacted similarly, whether real or perceived, by the construction of the Project.
State Highway System	Shall have the meaning set forth in Book 1, Exhibit K.
State Road Bonds	Shall have the meaning set forth in Book 1, Exhibit K.
State Road Bond Obligations	Shall have the meaning set forth in Book 1, Exhibit K.
State Road Bond Reserved Amounts	Shall have the meaning set forth in Book 1, Exhibit K.
State Road Fund	Shall mean the fund created pursuant to Article IV, Section 30(b) of the Constitution of the State of Missouri.
State Road Fund Revenues	Shall have the meaning set forth in Book 1, Exhibit K.
Structures	Shall mean Bridges, Culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, storm drains, service pipes, underdrains, foundation drains, fences, guardrail, signs, end sections, traffic signals, light standards, and other features which may be encountered in the Work and not otherwise classified.
Subcontract	Shall mean any subcontract to perform any part of the Work or provide any materials, Equipment, services or supplies for any part of the Work between the Contractor and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier.
Subcontractor or Subconsultant	Shall mean any Person with whom the Contractor has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier.
Subordinated Debt Termination Amount	Shall mean amounts, including all principal interest and other amounts payable in respect of any subordinated indebtedness, including mezzanine debt, or any third party debt.
Subscribed Equity Amount	Shall mean all amounts paid to the Contractor by its shareholders, members, or Affiliates, excluding Westpac Banking Corporation, by way of (a) subscription for shares in the capital of the Contractor; or (b) the making of loans to the Contractor, in each event associated with the Project.
Substituted Entity	Shall mean any person or entity selected by Lenders and approved by the Commission pursuant to Section 24.4.3 to perform the Contractor's



DEFINITIONS	
Term	Meaning
	obligations and/or to succeed to the Contractor's rights hereunder in accordance with the terms hereof and the Direct Agreement.
Substructure	Shall mean that part of a Structure below the bearings of simple and continuous spans; all buttresses and piers below the skewbacks of arches; all parts of rigid frames, or integral bents below tops of footings or tops of caissons; and also, all parts of the abutments, backwalls and wingwalls, except handrails and handrail posts.
Superstructure	Shall mean all parts of a bridge structure not defined as substructure.
Supplier	Shall mean any Person other than employees of the Contractor not performing work at the Site that supplies machinery, Equipment, Materials or systems to the Contractor or any Subcontractor in connection with the performance of the Work; Persons who merely transport, pick up, deliver, or carry Materials, personnel, parts, or Equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site.
Surety	Shall mean a corporate body duly authorized to do business in the State of Missouri, and which has issued one or more of the Payment Bond and Performance Security in a bond form.
Taxes	Shall mean Federal, state, local or foreign income, margin, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental, including taxes under Section 59A of the Internal Revenue Code of 1986, as amended, customs, permit, capital stock, franchise, profits, withholding, social security, or similar, unemployment, disability, real property, personal property, registration, value added, alternative or add-on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work, or act, business, status or transaction of the Contractor, including any interest, penalty or addition thereto, and including utility rates or rents, in all cases whether disputed or undisputed.
Technical Change Order	Shall have the meaning set forth in Book 1, Section 13.4.6.
Term	Shall have the meaning set forth in Book 1, Section 1.11 d).
Termination Compensation	Shall mean each measure of compensation owing from the Commission to the Contractor upon termination of the Contract prior to the stated expiration of the Term, as set forth in Exhibit J - Terms For Termination Compensation.
Termination Date	Shall mean the date of expiration of the Term; or, if applicable, the Early Termination Date.
Termination for Convenience	Shall have the meaning set forth in Book 1, Section 15.1.
Test	Shall mean the procedure and method of acquiring and recording physical data relating to any aspect of the Project and comparing such data to set



DEFINITIONS	
Term	Meaning
	standards and reaching a determination or acceptance, rejection, conformance or non-conformance of such aspect in accordance with the requirements of the Contract.
Third Party Agreements	Shall mean those agreements described in Book 2, Section 6.
Total Closure Day Limit	Shall mean the aggregate sum of Closure Days the Contractor estimates will be required to complete the Work for all Project Bridges, after each such Project Bridge has achieved Final Completion, as calculated in Form S.
Traffic Control Plan	Shall mean the plan described in Book 2, Section 16.
Traffic Delay	Shall mean the additional travel time experienced by the driver to traverse a section of roadway caused by the presence of a work zone.
Uniform Relocation Assistance Act	Shall mean Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C. Sections 4601 through 4655, as amended, and any agency rule promulgated pursuant to authority contained in those sections.
United States Department of Transportation (USDOT)	Shall mean the United States Department of Transportation or any executive department or agency thereof, or as the context may require, the USDOT Secretary or other person who may at the time be acting in the capacity of Secretary, or an authorized representative or any other person otherwise authorized to perform the functions to be performed hereunder by USDOT.
Utility	<p>Shall mean</p> <ul style="list-style-type: none"> a) A privately, publicly or cooperatively owned line, facility and/or system for producing, transmitting or distributing communications, power, cable television, electricity, light, heat, gas, oil, crude products, water, steam, waste, signal systems and other products that directly or indirectly serve the public; and/or b) a privately owned irrigation facility. <p>The necessary appurtenances to each utility facility shall be considered part of such Utility. Without limitation, any Service Line connecting directly to a utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line.</p> <p>The term "Utility" is sometimes also used to refer to the owner or operator of any such line, facility and/or system, a "Utility Owner". The term "Utility" shall specifically exclude existing storm water facilities, traffic signals and streetlights, without regard to whether or not such items are included in the definition of "Utility" in the MRUAs.</p>
Utility Agreement	A written agreement with a Utility Owner for the relocation of a Utility including any Master Reimbursable Utility Agreement.
Utility Delay	Shall mean a delay in the progress or completion of Work on a Project Bridge caused solely by a Utility Owner's failure to relocate a Utility at said Project Bridge in accordance with an applicable Utility Agreement that prevents the Contractor from meeting the Contract Schedule.
Utility Easements	Shall mean all permanent easements and/or other permanent interests in



DEFINITIONS	
Term	Meaning
	real property owned by Utility Owners in connection with existing Utilities.
Utility Owner	Shall mean the owner or operator of any Utility.
Utility Relocation Plans	Shall mean the design plans for Relocation of a Utility impacted by the Project to be prepared by the Contractor or the Utility Owner, as determined pursuant to Book 2, Section 7.
Utility Tracking Report	Shall mean the report regarding Utilities likely to be impacted by the Project which the Contractor shall maintain on a current basis, and which the Contractor shall periodically submit to the Commission, as more particularly described in Book 2, Section 7.
Warning Notice	Shall have the meaning set forth in Book 1, Section 24.3.3.
Will	When used in the Contract Documents, shall mean a mandatory obligation.
Work	Shall mean all duties and services to be furnished and provided by Contractor, in whole or in part, as required by the Contract Documents, including the administrative, design, engineering, quality control, quality assurance, Relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, Materials, Equipment, documentation and other efforts necessary or appropriate to achieve Final Acceptance except for those efforts which the Contract Documents specify will be performed by the Commission or other Persons. In certain cases, the term Work is also means the products of the Work.
Work Breakdown Structure	Shall have the meaning set forth in Book 4.
Work Zone	Shall be the area, for the full width of ROW, between the first and last temporary traffic control device at any individual Project Bridge.