

**EXHIBIT I**  
**O&M AGREEMENT HEAD OF TERMS**

Capitalized terms not otherwise defined in this O&M Agreement term sheet shall have the meanings given to them in the Comprehensive Agreement. This is not intended to be an exhaustive summary of the material terms of the O&M Agreement, and Proposers may wish to include more terms and conditions in their Proposal to reach agreement with the Department on key terms prior to entering into the Comprehensive Agreement. The Developer shall ensure that the O&M Agreement includes the terms set out below:

<b>Term</b>	<b>Provision</b>
Back-to-Back Obligations	The O&M Contractor shall undertake to carry out the operation and maintenance of the Express Lanes so as to enable the Developer to discharge its obligations to the Department in respect of the operation and maintenance of the Express Lanes under the Comprehensive Agreement. The O&M Contractor shall provide the services in compliance with the Technical Requirements and the other Project requirements.
Performance Bond	As per the Comprehensive Agreement.
Project Documents	The O&M Contractor acknowledges that it has been provided with a copy of the Project documents, including the Comprehensive Agreement and all Exhibits thereto, and confirms that it will be able to perform the services to the required standard if the Work is constructed in accordance with the Comprehensive Agreement.  The O&M Contractor shall comply with the requests of the Developer in respect of providing quotations for the effect on the operation and maintenance services of any contemplated modification to the Project requirements.
Service Commencement Date	The Developer shall keep the O&M Contractor informed of the progress in performing the Work. The Developer shall inform the O&M Contractor of any likelihood of the Service Commencement Date occurring earlier or later than that projected by the Developer.
Start-Up Services	The start-up services (“Start-Up Services”) to be carried out by the O&M Contractor during the Construction Period shall consist of (i) the recruitment and any necessary training of personnel in readiness for the Service Commencement Date, and (ii) assisting in the installation and testing of all vehicles and ETTM Equipment.
O&M Work	The O&M Contractor shall carry out the operation and routine maintenance that the Developer is required to perform under the Comprehensive Agreement from the Service Commencement Date (such services, the “O&M Services” and together with the Start-up Services, the “O&M Work”).
Performance Standards	The O&M Contractor shall warrant that it will perform the O&M Work safely and in accordance with the Comprehensive Agreement, Good Industry Practice and the Technical Requirements applicable to the operations and maintenance in such manner that no act or omission of the O&M Contractor

	shall cause the Developer to be in breach of any corresponding obligation under the Comprehensive Agreement.
Quality Assurance	The O&M Contractor shall prepare, implement and require compliance by the O&M subcontractors the <i>Minimum Requirements for Quality Assurance &amp; Quality Control on Design-Build &amp; Public-Private Transportation Act Projects</i> (QA/QC Guide) referred to in <u>Section 1.13</u> of the Technical Requirements in respect of the operation and maintenance of the Express Lanes.
DBE/SWaM, Veterans and Local Hire Requirements	The O&M Contractor shall comply with the policy of the Department with respect to DBEs, SWaMs, Veterans and Local Hires. None of the Developer or the O&M Contractor shall discriminate or award any O&M subcontract on the basis of race, national origin, color, ethnicity or sex, sexual orientation or gender identity.
Department Step-In Right	The O&M Contractor shall acknowledge and accept the step-in rights of the Department under the Comprehensive Agreement.
Other Contractors	The O&M Contractor shall co-operate with other contractors of the Developer (including the Design-Build Contractor and any the other subcontractors carrying out any part of the Work or operations and maintenance of the Express Lanes on behalf of the Developer) and in particular shall not obstruct the Design-Build Contractor in the performance of the Work.
Department's Representative	The O&M Contractor shall acknowledge the role of the Department's Representative under the Comprehensive Agreement.
Fee for Start-Up Services	An amount not to exceed \$[from proposal]
Fee for O&M Services	An amount not to exceed \$[from proposal] per annum
Prompt Payment of Subcontractors	The O&M Contractor shall pay its subcontractors any undisputed amount owed to such subcontractor within ten Days of receipt by the O&M Contractor of an invoice for such amount.  Similarly, the O&M Contractor shall ensure payment to any sub-subcontractor of any tier or supplier of any tier within ten Days of receipt of payment covering the relevant work by the party with whom the sub-subcontractor or supplier is in privity.
Additional Services	The Developer may from time to time request the O&M Contractor to carry out services (including the implementation or management of promotional or marketing activities) not included in the O&M Agreement. If the O&M Contractor agrees to such a request, such services shall not commence until the parties have agreed an appropriate increase in the fees.
Implementation of Changes	As per the Comprehensive Agreement.
Performance Guarantee	The O&M Contractor shall provide a performance bond or letter of credit on the date of signature of the O&M Agreement to support its obligations under the O&M Agreement in an amount equal to \$[•].
Indemnity	The O&M Contractor shall indemnify the Developer on a back-to-back basis with the Developer's indemnity under the Comprehensive Agreement to the

	extent that the Developer's liability is incurred as a result of (i) a breach by the O&M Contractor of the O&M Agreement, (ii) the O&M Contractor's negligence, (iii) the O&M Contractor's intentional wrongful act or omission or (iv) any unlawful act or omission by the O&M Contractor.
Insurance	As per the Comprehensive Agreement.
Force Majeure	As per the Comprehensive Agreement.
Reinstatement Work and Restoration Work	As per the Comprehensive Agreement.
Limitation on Liability	The O&M Contractor's aggregate limitation on liability under the O&M Agreement shall not exceed \$[•].
Subcontracting	<p>The O&amp;M Contractor shall have the right to subcontract the performance of any part of the O&amp;M Work. The O&amp;M Contractor shall be responsible for the acts, omissions, defaults and neglect of any of its subcontractors. The O&amp;M Contractor shall, and shall ensure that each subcontractor shall, facilitate the compliance by the Developer of its obligations under the Comprehensive Agreement.</p> <p>The O&amp;M Contractor shall ensure that each subcontract imposes on each of its respective subcontractor the obligation to provide the O&amp;M Contractor on an ongoing basis with documents in respect of the operation and maintenance services that the O&amp;M Contractor will be required to produce pursuant to the Comprehensive Agreement and the Technical Requirements.</p>
Intellectual Property	The O&M Contractor shall undertake to enable the Developer to comply with its obligations under the Comprehensive Agreement with respect to intellectual property insofar as the same relate to the O&M Work.
Dispute Resolution	As per the Comprehensive Agreement.
Governing Law	The Commonwealth of Virginia.