

**EXHIBIT E**  
**DESIGN-BUILD CONTRACT HEAD OF TERMS**

Capitalized terms not otherwise defined in this Design-Build Contract 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 Design-Build Contract. The Department acknowledges that the Preferred Proposer will seek to negotiate the Design-Build Contract with the Design-Builder, and the Department does not intend to dictate the Design-Build Contract in its entirety, but rather to review and approve the Design-Build Contract in accordance with Exhibit C of the Instructions to Proposers. The Developer shall ensure that the Design-Build Contract includes the terms set out below:

<b>Term</b>	<b>Provision</b>
Back-to-Back Obligations	The Design-Build Contractor shall undertake to carry out the construction of the Express Lanes and other assets constructed, maintained or held by the Developer pursuant to the Comprehensive Agreement (the “ <u>Project Assets</u> ”) so as to enable the Developer to discharge its obligations to the Department in respect of the construction of the Project Assets under the Comprehensive Agreement. The Design-Build Contractor shall provide the services in compliance with the Technical Requirements and the other Project requirements.
Performance and Payment Bonds	As per the Comprehensive Agreement.
Project Documents	The Design-Build Contractor acknowledges that it has been provided with a copy of the Project Agreements, including the Comprehensive Agreement and all Exhibits thereto, and portions of the Developer’s proposal submitted in response to the RFP as required pursuant to the Technical Requirements, and confirms that it will be able to perform the services to the required standards in accordance with the Comprehensive Agreement.  The Design-Build Contractor shall comply with the requests of the Developer in respect of providing quotations for the effect on the construction services for any contemplated modification to the Project requirements.
Limited Notice to Proceed and Notice to Proceed	The Department will issue Limited Notices to Proceed and Construction Notices to Proceed pursuant to the Comprehensive Agreement, after which the Developer will issue Limited Notices to Proceed and Construction Notices to Proceed to Design-Builder.
Segmental Construction Notice to Proceed	In addition, the Department may issue Segmental Construction Notices to Proceed in its discretion.
Design-Build Work	The Design-Build Contractor shall provide the services for construction of the Project Assets under the Design-Build Contract as per the Comprehensive Agreement (such services, the “ <u>Design-Build Work</u> ”).
Quality of	The Design-Build Contractor shall warrant that it will construct the Design-

Construction Standards	Build Work safely and in accordance with the Comprehensive Agreement, Good Industry Practice and the Technical Requirements applicable to the construction of the Project Assets in such manner that no act or omission of the Design-Build Contractor shall cause the Developer to be in breach of any corresponding obligation under the Comprehensive Agreement.
Quality Assurance	The Design-Build Contractor shall prepare, implement and require compliance by the Design-Build 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 construction of the Project Assets.
DBE/SWaM, Veterans and Local Hire Requirements	The Design-Build Contractor shall comply with the policy of the Department with respect to DBEs, SWaMs, veterans and local hires. None of the Developer or the Design-Build Contractor shall discriminate or award any Design-Build subcontract on the basis of race, national origin, color, ethnicity or sex, sexual orientation or gender identity.
Department Step-In Right	The Design-Build Contractor shall acknowledge and accept the step-in rights of the Department under the Comprehensive Agreement.
Other Contractors	The Design-Build Contractor shall co-operate with other contractors of the Developer (including the O&M Contractor, other Contractors administered by the Department and any 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 O&M Contractor in the performance of the Work.
Department Representative	The Design-Build Contractor shall acknowledge the role of the Department Representative under the Comprehensive Agreement.
Prompt Payment of Subcontractors	The Design-Build Contractor shall pay its subcontractors any undisputed amount owed to such subcontractor within seven Days of receipt by the Design-Build Contractor of an invoice for such amount.  Similarly, the Design-Build Contractor shall ensure payment to any sub-subcontractor of any tier or supplier of any tier within seven 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 Design-Build Contractor to carry out services not included in the Design-Build Contract. If the Design-Build 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.
Indemnity	As per the Comprehensive Agreement
Insurance	As per the Comprehensive Agreement.
Force Majeure	As per the Comprehensive Agreement.
Correction of Defective Design-Build Work	As per the Comprehensive Agreement.

Limitation on Liability	As per the Comprehensive Agreement
Subcontracting	<p>The Design-Build Contractor shall have the right to subcontract the performance of any part of the Design-Build Work. The Design-Build Contractor shall be responsible for the acts, omissions, defaults and neglect of any of its subcontractors. The Design-Build 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 Design-Build Contractor shall ensure that each subcontract imposes on each of its respective subcontractor the obligation to provide the Design-Build Contractor on an ongoing basis with documents in respect of the operation and maintenance services that the Design-Build Contractor will be required to produce pursuant to the Comprehensive Agreement and the Technical Requirements.</p>
Termination Rights	As per the Comprehensive Agreement
Intellectual Property and Ownership of Work Product	The Design-Build Contractor shall undertake to enable the Developer to comply with its obligations under the Comprehensive Agreement with respect to ownership of Work Product and intellectual property insofar as the same relate to the Work Product, and assignment of any Work Product to the Department.
Dispute Resolution	As per the Comprehensive Agreement.
Governing Law	The Commonwealth of Virginia.