

**EXHIBIT H  
ADVANCED FUNDING AGREEMENT**

PSURA No.: _____	UDS No.: _____
Work Order No.: _____	Date Executed: _____
Work Order Revision No.: _____	Date Executed: _____
OWNER: _____	
<b>OWNER Has 100% COST Responsibility for <u>construction of the Relocation</u></b>	
If construction of the Relocation Delegated to Contractor, Payment Basis is:	
LUMP SUM \$ _____;                      OR,    ACTUAL COST \$ _____	
<b>Funds Advanced by CDOT for <u>construction of the Relocation</u></b>	
Total Amount of Advanced Funds: \$ _____	
<b>WORK Responsibility for <u>construction of the Relocation</u></b>	
by CDOT's Contractor: <input type="checkbox"/> ;            OR,    by Owner <input type="checkbox"/>	
<b><u>CDOT Funds Advance Start Date:</u></b>	
Date CDOT provides funds to Owner (if Owner Performs Relocation ) _____; OR	
Date CDOT provides funds to Contractor (if Contractor Performs Relocation ) _____	
<b><u>Owner Repayment Schedule:</u></b>	
Owner Repayment Start Date: _____	
Owner Repayment Completion Date: _____	
<b><u>FOR CDOT INTERNAL ACCOUNTING PURPOSES ONLY:</u></b>	
CDOT Advanced Funds encumbered under:            PSURA \$ _____;	
and/or DB Contract \$ _____; and/or Other _____.	

THIS ADVANCE FUNDING AGREEMENT ("this Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 200 , is entered into by and between CDOT and \_\_\_\_\_ (the Owner).

**RECITALS**

1. The Owner is responsible for all of the cost of the construction of the Relocation described in the Work Order identified on the face page.
2. The Owner does not have sufficient funds budgeted and available to pay for the cost of that construction of the Relocation by the time required by the Design-Build Project schedule.
3. The Owner has submitted a written request (including a cost estimate prepared by the party – the Owner or the Contractor - that will perform the construction of the Relocation) for CDOT to advance funds to pay for the performance of that construction of the Relocation, and CDOT desires to advance non-TRANS funds for the cost of the construction of the Relocation Work, subject to the terms described herein.
4. The Owner desires to fully and timely reimburse CDOT for all funds so advanced, plus interest at the applicable rate.
5. The purpose of this Agreement is for CDOT to advance funds to the Owner for the performance of the construction of the Relocation to implement, in part, the PSURA and Work Order that are referenced on the face page to which this Agreement is attached, and for the Owner to repay all such advanced funds, plus interest.
6. CDOT is authorized by Section 43-1-1411(1)(b), CRS, to provide such advance funding for the Project.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The PSURA and the Work Order referenced on the face page to which this Agreement is attached, and the other information described therein, are incorporated and made part of this Agreement.
2. CDOT will advance \$ \_\_\_\_\_ in non-TRANS funds to the Owner for the performance of the construction of the Relocation described in the Work Order, based on the attached cost estimate.
3. The Owner shall use the advanced funds only to pay for the performance of that construction of the Relocation.
4. Where the Owner delegates the performance of that construction of the Relocation to the Contractor, CDOT will advance the funds on behalf of the Owner effective on the date CDOT pays the Contractor for its performance of that construction of the Relocation. In that event, the amount advanced by CDOT shall be the total cost actually incurred by the Contractor for that construction of the Relocation, or the lump sum amount agreed to by the Owner and the Contractor in the Work Order for that construction of the Relocation.
5. The Owner shall pay interest on the advanced funds (whether the funds are advanced directly to the Owner, or they are paid on behalf of the Owner for Contractor billings) for the entire specific time period that the funds are advanced.
6. The rate of interest shall be the rate, as determined by CDOT Controller, that such CDOT non-TRANS funds would have earned if they had remained invested by the State Treasurer in the applicable State Highway (or other) Fund, as applicable (hereinafter, "the State Treasurer Rate") for that same time period. The State Treasurer Rate will be determined based upon periodic statements submitted by the State Treasurer to CDOT

concerning the actual investment rates realized during that period for CDOT non-TRANS funds. CDOT will provide copies of all such statements, as applicable and upon request, to the Owner.

7. The funds shall be deemed to be advanced, and the State Treasurer Rate of interest will start to accrue, starting on the date CDOT actually provides the funds to the Owner (or to the Contractor) for the performance of the construction of the Relocation. Where the Owner will perform that construction of the Relocation, CDOT will advance the total amount of funds directly to the Owner immediately upon the full execution of this Agreement by the parties.
8. The Owner shall start and complete repayment of the total amount of the advanced funds, plus the total interest due at the State Treasurer rate for the entire length of time that the funds are advanced, in accordance with the schedule specified on the face page of this Work Order.
9. (If applicable.) The Owner shall provide the following security to secure its prompt and full repayment of any funding advanced, plus interest. \_\_\_\_\_.
10. If the Owner fails to repay in full its obligation under this Agreement, CDOT shall be entitled to \_\_\_\_\_.
11. This AGREEMENT shall be effective as of the "Date" the State Controller approved this AGREEMENT.

**I-25 NORTH  
DESIGN/BUILD PROJECT**

November 16, 2012

IN WITNESS WHEREOF, CDOT and the Owner have executed this AGREEMENT as of the "Date" set forth on the face page of this AGREEMENT.

Owner   
\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name:   
\_\_\_\_\_  
Title:   
\_\_\_\_\_

CDOT, a State Agency  
By: \_\_\_\_\_  
Print Name:   
\_\_\_\_\_  
Title:   
\_\_\_\_\_

*APPROVED:* Attorney General  
\_\_\_\_\_  
*By:* \_\_\_\_\_  
*Assistant Attorney General*

*APPROVED:* State Controller  
\_\_\_\_\_  
*By* \_\_\_\_\_  
*State Controller or Designee*