

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ Next _____ AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: ENGINEERING REQUESTED BY: STACEY TRUMBO

REQUISITION NO.: NA REQUISITION SHEET ATTACHED: YES N/A

NAME OF FUNDS: NA

FUND NUMBERS: NA / _____ / _____

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: X YES _____ N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2

AGENDA ITEM READS AS FOLLOWS:

Discussion and possible action for approval of Resolution No. _____ and Project Agreement between Oklahoma County and the Oklahoma Department of Transportation for construction management for American Recovery and Reinvestment Act (ARRA) projects previously approved by ACOG:

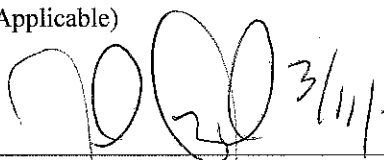
- Town of Jones City Resurface Main St. from State St. 0.5 miles East
- Town of Luther Resurface Luther Road from Edmond Road to Danforth Road
- Town of Forest Park Resurface NE 36th from Coltrane to Bartrel Road

This item is requested by Stacey Trumbo, PE, County Engineer and is approved by Gretchen Crawford, Assistant District Attorney.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)


3/11/2010
ASSISTANT DISTRICT ATTORNEY


COUNTY ENGINEER

NA
PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: _____ YES _____ N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: _____ YES _____ N/A

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____ APPROVED BY: _____

CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 3/10/10.
COUNTY DEPARTMENT MAKING REQUEST: Engineering

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Contract w/ ODOT for Stimulus project
Constructor Management

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

L. Blanco
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 3/10/10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID PRATER
DISTRICT ATTORNEY

By: [Signature]

RECEIVED
MAR 18 2010
CIVIL DIVISION
DISTRICT ATTORNEY

PENDING APPROVAL



STP -STIM (495) AG

27279(04)

RESOLUTION NO. _____

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA:

THAT, WHEREAS it is in the best interest of Oklahoma County, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number **STP -STIM (495) AG** by and between Oklahoma County and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Board of County Commissioners is authorized and directed to execute the above described agreement on behalf of Oklahoma County, and duly signed by the BOARD on this _____ day of _____,

Oklahoma County

ATTEST

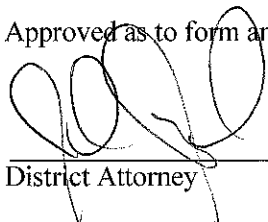
District 1 _____

County Clerk _____

District 2 _____

District 3 _____

Approved as to form and legality this 11 day of March, 2010


District Attorney

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PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and Oklahoma County, hereinafter referred to as the COUNTY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and

conditions, to wit:

WITNESSETH:

Whereas, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

Whereas, the DEPARTMENT is by terms of agreements with the Federal Highway Administration and in partnership with the Association of Central Oklahoma Governments (ACOG) , responsible for the management and construction of American Recovery and Reinvestment Act (ARRA) projects within the corporate limits of cities within the State of Oklahoma; and,

Whereas, the COUNTY has been identified as the beneficiary and sub-recipient of such a federally funded project; and,

Whereas, receipt of the benefits of this project will require that the COUNTY assume certain financial responsibilities; and,

Whereas, the COUNTY is a municipal corporation and a charter county created and existing under the constitution and laws of Oklahoma; and,

Whereas, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the County and its ability to insure financial obligations; and,

Whereas, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the County by the terms of this Agreement are enforceable only to

the extent as may be allowed by law or as may be determined by a Court of competent jurisdiction; and,

Whereas, it is understood that, by virtue of the Oklahoma Constitution Article 10 section

PENDING APPROVAL

26, the payment of COUNTY funds in the future will be limited to appropriations and available revenues in the then current COUNTY fiscal year.

Now therefore, subject to the limitations herein before described, the DEPARTMENT and the COUNTY do agree as follows:

- 1) The COUNTY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the COUNTY and designated as Federal-aid Project **STP -STIM (495) AG**, State Job Number **27279(04)** and which consist of actual improvements as follows:

RESURFACE

Luther Road from Danforth Road to Edmond Road

- 2) The COUNTY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
- 3) The COUNTY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 1999 Standard Specification for Highway Construction.
- 4) The COUNTY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement", which provides inter alia that the COUNTY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the COUNTY shall at its sole expense maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.
- 5) The COUNTY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the COUNTY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the COUNTY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the COUNTY's complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.
- 6) The COUNTY certifies that the project design plans comply, and the project when completed will comply, with the requirements of the **Americans with Disabilities Act (ADA) of 1990 (42 USC §§ 12101 – 12213), 49 CFR parts 27, 37 and 38 and 28 CFR parts 35 and 36.**

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The COUNTY shall be exclusively responsible for integrated ADA compliance planning for all county streets, sidewalks and other facilities provided for public administration, use and accommodation which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the county shall be included in the COUNTY's comprehensive compliance plans.

- 7) The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. The DEPARTMENT shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water management plan (SWMP) sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT shall require the contractor to file a Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY UNDER THE OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site and to develop if required a Storm Water Pollution Prevention Plan (SWPPP).
- 8) The COUNTY agrees to prohibit parking on that portion of the project within the corporate limits of the COUNTY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The COUNTY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- 9) The COUNTY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the COUNTY will:
 - a) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:

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- (1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the COUNTY to any point other than that which is approved by the DEPARTMENT prior to such removal.
- (2) In the event there is no mutually agreed location for the reinstallation, the COUNTY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:
 - ii) In the event the COUNTY desires total ownership of the equipment, the COUNTY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - iii) In the event the COUNTY does not desire total ownership of the equipment, the COUNTY shall sell the equipment at public auction to the highest bidder. The COUNTY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
- b) Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the DEPARTMENT. It shall be the responsibility of the COUNTY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.
- c) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.
- d) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- e) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.
- f) Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the COUNTY, including the provision of competent personnel and

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adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.

- g) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.
- 10) The COUNTY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:
- a) The COUNTY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - b) Upon completion of the construction of said project, and by the DEPARTMENT, the COUNTY will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
 - c) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the COUNTY.
 - d) The COUNTY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
 - e) In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the COUNTY to any point other than which is approved by the DEPARTMENT prior to such removal.
 - f) In the event there is no mutually agreed location for reinstallation, the COUNTY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:
 - (1) In the event the COUNTY desires total ownership of the equipment, the COUNTY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

PENDING APPROVAL

- (2) In the event the COUNTY does not desire total ownership of the equipment, the COUNTY shall sell the equipment at public auction to the highest bidder. The COUNTY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
- 11) The COUNTY agrees, affirms and warrants to the DEPARTMENT that the COUNTY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
- 12) The COUNTY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."
- 13) The COUNTY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.
- 14) The DEPARTMENT and the COUNTY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the COUNTY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
- 15) The COUNTY agrees that county funds shall be used to provide **100%** of any construction costs determined to be ineligible for federal participation (estimated at **\$0**) and **100%** percent of the participating project costs exceeding the funding limits provided by federal American Recovery and Rehabilitation Act funds (ARRA) or federal Surface Transportation

PENDING APPROVAL

Program funds (STP) (estimated at \$0) The COUNTY's total obligation is presently estimated at \$0. Any amount due shall be deposited with the DEPARTMENT prior to award of the project. County funding is detailed in Appendix A.

- 16) The DEPARTMENT, based on authorization from ACOG, agrees that federal **American Recovery and Reinvestment Act funds** (ARRA) shall be used to provide an amount estimated at \$192,733 for eligible project construction costs only. This project was combined with two additional projects into one construction contract. Federal-aid **Surface Transportation Program funds (STP)** estimated at \$35,956 shall be provided to meet eligible contract administration costs for the contract. Any excess STP funds shall be applied to eligible construction costs up to the specified cap. Federal funding is detailed in Appendix A.
- 17) It is understood by the COUNTY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the COUNTY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the COUNTY or additional funding will be requested from the COUNTY.
- 18) It is understood by the COUNTY that no State funds are to be utilized in any phase or aspect of this project. Only COUNTY and Federal funds are to be utilized.
- 19) Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
- 20) The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the COUNTY, provided that upon consultation with and agreement by the COUNTY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The COUNTY shall have inspectors on the project site as the COUNTY

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determines necessary to insure construction of the project to the satisfaction of the COUNTY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the COUNTY's approved plans and specifications.

- 21) The COUNTY agrees that the COUNTY will participate in the review, evaluation, and resolution of contractor claims where the contractor may allege delay, differing site conditions or any other basis for recovery of contract damages due to the failure of the COUNTY to accomplish timely utility relocation, site conditions which are not as represented on the plans or plan errors impacting on project constructability ("contractor claims").
 - a) If early resolution of a contractor claim is not possible the COUNTY will participate and facilitate the defense of any formal contractor claim submitted before the American Arbitration Association or any other such alternative dispute resolution body. If mediation is unsuccessful the COUNTY will join with the Department in the defense of the action and as a party defendant will defend with the Department any action brought by the contractor in the District Court alleging breach of contract for delay, change of site conditions or any other basis for recovery of contract damages.
 - b) In any instance where a contractor claim is settled for an agreed amount after the negotiation of the parties or mediation the COUNTY will pay participant share of the settlement amount and established by the participation agreement likewise, the COUNTY will pay its proportionate share of awards by judgment of the District Court to include costs and attorney fees for the prevailing party, if awarded.
- 22) Failure by the COUNTY to fulfill its responsibilities under this Agreement will disqualify the COUNTY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
- 23) It is further specifically agreed and understood between the COUNTY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the COUNTY and the DEPARTMENT of this project, the COUNTY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The COUNTY does not waive any rights against

PENDING APPROVAL

any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The COUNTY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.

- 24) The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:
- a) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - d) The Secretary determines that such termination is in the best interest of the State.

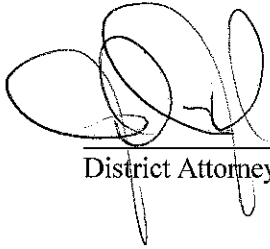
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IN WITNESS WHEREOF, the Director of the Oklahoma Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Oklahoma Department of Transportation, and the COUNTY has executed same pursuant to authority prescribed by Law.

The County on this _____ day of _____, _____, and

the Department on the _____ day of _____, _____.

Approved as to
Form and Legality

 3/11/2010

District Attorney

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY

_____, District 1

_____, District 2

_____, District 3

ATTEST:

by _____

(Seal) County Clerk

Date: _____

(Day) (Month) (Year)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government
Division Manager

Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED:

General Counsel

Deputy Director

PENDING APPROVAL

3/10/2010

ARRA PROJECT FINANCING

ACOG CALCULATOR

ACOG- STIMULUS PROJECT FINANCING CALCULATOR - V1.05				
LET DATE	SPONSOR	JP NO	PROJECT NUMBER	WORK TYPE / LOCATION
15-Feb-10	Ok County Luther	2727904	STP-STIM(495)AG	Luther Road
Allocated funds				
Stimulus Allocation	\$195,017	<= ENTER		Maximum possible ARRA funding potentially available to project
STP CAP	\$19,502			10% of ARRA
BID INFORMATION				
Bid Amount	\$194,680	<= ENTER		TOTAL BID AMOUNT (Not including inspection costs)
Non Participating		<= ENTER		FEDERAL NONPARTICIPATING BID ITEMS
Participating Amount	\$194,680			FEDERAL PARTICIPATING BID ITEMS
Participating Project Financing				
STIMULUS % CAP	99%	<==ENTER	OK	Select maximum Stimulus Share of Construction Costs (max 99%)
Locked Stimulus FUNDS	\$192,733	99.0%		Up to 99% of bid or ARRA allocation whichever is less
<i>Amt left to finance</i>	\$1,947	1.0%		Amount still to be financed from sources other than stimulus
STP	\$1,947	1.0%		<i>From available STP funds</i> ,(after inspection costs are funded)
Additional Local	\$0	0.0%		Additional local funds required to finance the Participating costs
TOTAL	\$194,680	100.0%		Total Participating construction costs
Non Participating Contract Administration				
NP Inspection Costs	\$0			Inspection costs for Non Participating Contract Items (Est at 6%)
Participating Contract Administration				
6% INSPECTION COST	\$11,681			Inspection costs for Participating Contract Items (Est at 6%)
STP INSPECTION	\$11,681	100.0%		6% of participating bid amount up to STP capped amount
Local Costs	\$0	0.0%		Local funds required to finance balance of inspection costs (est)
SUMMARY				
Grand Total STP	\$13,628			Total STP funds required
Total Local Funds	\$0			Total Local funds required
Total Stimulus Funds	\$192,733			Total ARRA Funds applied to project
Unused Stimulus Funds	\$2,284			Stimulus funds available for reallocation by ACOG
Available STP Funds	\$5,874			Excess STP funds available for project overruns
ACOG/ODOT FUNDING POLICY				
STIMULUS FUNDS MAY FINANCE UP TO 99% OF PARTICIPATING CONSTRUCTION OR ALLOCATED AMOUNT, WHICHEVER IS LESS - ANY EXCESS STIMULUS FUNDS TO BE REALLOCATED FOR USE BY ACOG ON OTHER PROJECTS STP FUNDS CAPPED AT 10% OF <u>ARRA ALLOCATION</u> (APPLIED FIRST TO INSPECTION COSTS - BALANCE TO CONSTRUCTION) LOCAL FUNDS WILL BE REQUIRED TO PROVIDE ALL COSTS NOT FINANCED WITH STIMULUS OR STP FUNDS				

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3/10/2010

ARRA PROJECT FINANCING

ACOG CALCULATOR

ACOG- STIMULUS PROJECT FINANCING CALCULATOR - V1.05				
LET DATE	SPONSOR	JP NO	PROJECT NUMBER	WORK TYPE / LOCATION
15-Feb-10	Combined funding		STP-STIM(493)(494) (495)A	Jones, Forest Park Luther & Oklahoma County
Allocated funds				
Stimulus Allocation	\$359,558	<= ENTER		Maximum possible ARRA funding potentially available to project
STP CAP	\$35,956			10% of ARRA
BID INFORMATION				
Bid Amount	\$354,748	<= ENTER		TOTAL BID AMOUNT (Not including inspection costs)
Non Participating		<= ENTER		FEDERAL NONPARTICIPATING BID ITEMS
Participating Amount	\$354,748			FEDERAL PARTICIPATING BID ITEMS
Participating Project Financing				
STIMULUS % CAP	99%	<= ENTER	OK	Select maximum Stimulus Share of Construction Costs (max 99%)
Locked Stimulus FUNDS	\$351,200	99.0%		Up to 99% of bid or ARRA allocation whichever is less
<u>Amt left to finance</u>	\$3,547	1.0%		Amount still to be financed from sources other than stimulus
STP	\$3,547	1.0%		<u>From available STP funds</u> (after inspection costs are funded)
Additional Local	\$0	0.0%		Additional local funds required to finance the Participating costs
TOTAL	\$354,748	100.0%		Total Participating construction costs
Non Participating Contract Administration				
NP Inspection Costs	\$0			Inspection costs for Non Participating Contract Items (Est at 6%)
Participating Contract Administration				
6% INSPECTION COST	\$21,285			inspection costs for Participating Contract Items (Est at 6%)
STP INSPECTION	\$21,285	100.0%		6% of participating bid amount up to STP capped amount
Local Costs	\$0	0.0%		Local funds required to finance balance of inspection costs (est)
SUMMARY				
Grand Total STP	\$24,832			Total STP funds required
Total Local Funds	\$0			Total Local funds required
Total Stimulus Funds	\$351,200			Total ARRA Funds applied to project
Unused Stimulus Funds	\$8,358			Stimulus funds available for reallocation by ACOG
Available STP Funds	\$11,123			Excess STP funds available for project overruns
ACOG/ODOT FUNDING POLICY				
STIMULUS FUNDS MAY FINANCE UP TO 99% OF PARTICIPATING CONSTRUCTION OR ALLOCATED AMOUNT, WHICHEVER IS LESS - ANY EXCESS STIMULUS FUNDS TO BE REALLOCATED FOR USE BY ACOG ON OTHER PROJECTS STP FUNDS CAPPED AT 10% OF <u>ARRA ALLOCATION</u> (APPLIED FIRST TO INSPECTION COSTS - BALANCE TO CONSTRUCTION) LOCAL FUNDS WILL BE REQUIRED TO PROVIDE ALL COSTS NOT FINANCED WITH STIMULUS OR STP FUNDS				