Federal Transit Administration
49 U.S.C. Section 5310
CFDA 20.513

Enhanced Mobility of Seniors and Individuals with Disabilities Program

Title 49 U.S.C. 5310 authorizes the formula assistance program for the Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to states and designated recipients (recipients) to improve mobility for seniors and individuals with disabilities. For more information on program eligibility and requirements, see FTA Section 5310 Circular 9070.1H.

SUBMISSION DEADLINE: January 15, 2027

Completed applications must be emailed to
motransit@modot.mo.gov
Subject line: "5310 Application/Agency Name"

Applications with incomplete and/or missing information may not be considered for funding.

Applications received after the deadline will not be accepted.

All applications must be **submitted electronically** as a single PDF file, including all required documentation and signed certifications.

For technical assistance or questions,
Please email Christy Evers at Christy.Evers@modot.mo.gov
or Nick Volkart at Nicholas.Volkart@modot.mo.gov

MoDOT's Commitment to Title VI of the Civil Rights Act

Title VI of the Civil Rights Act of 1964 is a federal law that protects individuals and groups from discrimination based on their race, color, and national origin in programs and activities that receive Federal financial assistance. Reference to Title VI includes other civil right provisions of Federal statutes and related authorities to the extent they prohibit discrimination in programs and activities receiving Federal financial assistance.

Title VI compliance is defined as when the recipient has effectively implemented all the Title VI requirements or can demonstrate that every good faith effort has been made toward achieving this end. MoDOT and all Section 5310 program recipients must meet these requirements.

All programs conducted by MoDOT, and the Section 5310 program recipients must meet the requirements. Education, training, work opportunities, benefits, and provision of services are examples of programs that must meet the Title VI requirements, whether provided directly by the recipient or it agents, contractors, or other vendors.

Discrimination is defined as: an act (action or inaction) whether intentional or unintentional, through which a person or group, solely because of race, color, national origin, disability, sex, age, or income status, has been otherwise subjected to unequal treatment or impact, under any program or activity receiving Federal financial assistance.

A complaint may be filed by any individual or group that believes they have been subjected to discrimination or retaliation based on their race, color, national origin, sex, age, disability, or income status. The complaint may be filed by the affected party or a representative and must be in writing.

Section 5310 program recipients who feel they have been discriminated against by any MoDOT employee, or its agent/contractor may contact MoDOT's External Civil Rights Office. A review will be made to determine if MoDOT has jurisdiction to investigate the issues raised. If MoDOT does not have jurisdiction, the complaint will be forwarded to the appropriate agency. If MoDOT does have jurisdiction, the allegations will be investigated, and an attempt will be made to resolve the matter. If violations are found and negotiations to correct the violation are unsuccessful, enforcement proceedings may be initiated to attain compliance.

In addition, any individual or group who believes they have been discriminated against by an employee of a Section 5310 program recipient, or its agent/contractor should first contact the Section 5310 recipient in writing. MoDOT should also be notified of the complaint within 5 working days.

MoDOT and the Section 5310 program recipients are prohibited from retaliating against any person because they reported an unlawful policy or practice, or made charges, testified, or participated in any complaint action under Title VI. If an individual or group believes they have been retaliated against, they should immediately contact MoDOT's External Civil Rights Office to report their allegation. Filing a complaint with MoDOT does not prevent an individual or group from seeking remedy through other resources.

Complaints should be addressed to:

MoDOT - External Civil Rights/Title VI Coordinator
P. O. Box 270
Jefferson City, MO 65102
573-526-2978

Missouri Department of Transportation
Multimodal - Transit

APPLICATION UNDER SECTION 5310

Enhanced Mobility of Seniors and Individuals with Disabilities

INTRODUCTION

Title 49 U.S.C. 5310 authorizes the formula assistance program for the Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to states and designated recipients (recipients) to improve mobility for seniors and individuals with disabilities.

This program provides grant funds for capital and operating expenses to recipients for:

- Transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
- Transportation projects that exceed the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.).
- Transportation projects that improve access to fixed-route service and decrease reliance on complementary paratransit; and
- Alternatives to public transportation projects that assist seniors and individuals with disabilities with transportation.

Eligible Recipients:

- A private non-profit organization, or
- A state or local governmental authority that.
    (1) Is approved by a state to coordinate services for seniors and individuals with disabilities; or
    (2) Certifies that there are no nonprofit organizations readily available in the area to provide the service.

Eligible subrecipients for other eligible Section 5310 activities include a state or local governmental authority, a private nonprofit organization, or an operator of public transportation that receives a Section 5310 grant indirectly through a recipient.

5310 - Application Checklist

The following must be included with the application and in this order.

_____ Application General Information

_____ Project Request Form(s) - **attach applicable sections completed with the application:**

- Section A1 - Capital-Vehicles
- Section A2 - Capital-Equipment/Other
- Section B – Operating Assistance
- Section C - Mobility Management
- Section D – Other New Freedom Type Projects

_____ Certification for Local Share/In-Kind Match - **attach to the application**

_____ Certification for Human Services Coordination - **attach to the application**

_____ Certification for Public Notice - **attach to the application**

_____ Letters of Project Support – **attach to the application**

_____ Certification for Compliance with Drug and Alcohol Requirements, if applicable - **attach to the application**

_____ Certification of Vehicle Insurance - **attach to the application**

_____ Certification: ADA - Certificate of Equivalent Service – **attach to the application**

_____ Worker Eligibility Verification Affidavit / E-Verify MOU if applicable – **attach to the application**

_____ Authorizing Resolution or City Ordinance – **attach to the application**

_____ Federal Transit Administration Certification and Assurances - **attach to the application**

_____ Federal Transit Administration Federal Clauses - **attach to the application**

_____ Copy of sub-contract for existing purchase of service agreements (if applicable) – **attach to the application**

Applications with **incomplete and/or missing information will not** be considered for funding.

Applications received after the deadline will not be accepted.

All applications must be **submitted electronically** and should be submitted as a single PDF file, including all required documentation and signed certifications.

Submit completed application and necessary documents electronically to motransit@modot.mo.gov for processing. In subject line of email. please indicate "**5310 Application/Agency Name**"

Section 5310 – Application

Agency Information

Legal Name of Organization: _____

List of all DBA Names: _____

Street Address: _____

City: _____ State: _____ County: _____ Zip Code+4: _____

Mailing Address: _____

Congressional District: _____

Executive Director: _____

Phone Number: _____ Email Address: _____

Person to Contact – regarding this application

Name: _____ Title: _____

Phone Number: _____ Email Address: _____

Additional Agency Information

Organization Type: _____
(Senate Bill 40, Sheltered Workshop, Senior Center, etc.)

UEI (Unique Entity Identifier) #: _____

Nonprofit Corporation Number (issued by the MO Secretary of State): _____

Title VI/Nondiscrimination Plan

Does the agency have a Title VI / Non-Discrimination Plan? Yes: ☐ No: ☐

If yes, Title VI/Nondiscrimination Plan approval date: _____ (please attach copy)

Agency's transportation service will predominately serve (check all that apply)

Low-income individuals: ☐ Minorities: ☐ Seniors: ☐ Disabled Individuals: ☐

Zero-vehicle households: ☐

Description of Transportation Services Provided in Relationship to the project request.

_____

_____

_____

_____

_____

_____

_____

Additional pages may be attached but please submit a summary of no more than 2 pages to attach to the grant agreement.

Service Area(s)

Cities: _____

Counties: _____

Hours of Operations: _____

Trips Provided:

Number of one-way passenger trips **(calendar year 2026)** provided for seniors and or individuals with disabilities.

Seniors: _____ Individuals with Disabilities: _____

Number of (type of) Trips Provided for Seniors and Individual with Disabilities:

Medical: _____ Education: _____ Employment: _____

Nutrition, Recreation, Shopping: _____ Other: _____ (please describe)

_____ _____

Authorized Official Printed Name

_____ _____

Title Date

Email: _____

SECTION 5310 - Eligible Projects

NOTE: the list below is not all inclusive, see FTA Section 5310 Circular 9070.1H for additional eligible projects)

Capital - Vehicles **(Complete Section A-1)**

- Acquisition of expansion or replacement buses and vans.

Capital - Equipment/Other **(Complete Section A-2)**

- Vehicle rehabilitation or overhaul.
- Preventive maintenance.
- Radios and communication equipment.
- Passenger facilities related to Section 5310 funded vehicles that include the purchase and installation of benches, shelters, and other passenger amenities.
- Projects that support facilities and equipment for Section 5310-funded vehicles, such as extended warranties that do not exceed the industry standard, computer hardware and software, transit-related intelligent transportation systems (ITS), dispatch systems and fare collection systems.

Operating **(Complete Section B)**

- Drug and Alcohol testing, physicals, background checks, salaries, maintenance, fuel, oil, office supplies, vehicle registration and licensing and purchases of services.

Mobility Management (**Complete Section C)**

- Operating transportation brokerages to coordinate service providers, funding resources, and customer needs.
- Providing travel training and trip planning activities for customers.
- Developing and operating travel call centers to coordinate travel information, manage eligibility requirements, and arrange customer travel.
- Planning and implementing the acquisition and purchase of ITS to operate a coordinated system.

Other New Freedom Type Projects **(Complete Section D)**

- Travel training
- Volunteer driver programs, including costs associated with administration, managing driver recruitment, safety, background checks, scheduling, passenger coordination, mileage reimbursement, and insurance.
- Building an accessible path to a bus stop including curb-cuts, sidewalks, or accessible pedestrian signals.
- Improving signage or way-finding technology.
- Incremental cost of providing same day service or door-to-door service.
- Purchasing vehicles to support new accessible taxi, ride sharing, and/or vanpooling programs.
- Supporting the administration and expenses related to voucher programs for transportation services offered by human service providers.

Capital – Vehicles

Transit Vehicles	
Vehicle Abbreviation	**Vehicle Details**
LFM - No CDL Required	Lowered Floor Accessible Mini-Van (Floor Plans AAA and BBB)
NBC - No CDL Required	Narrow Body Cutaway (Floor Plans MM) non accessible
NBC - No CDL Required	Narrow Body Cutaway (Floor Plans QQ and SS)
WBC - No CDL Required	Wide Body Cutaway (GG-II)
WBC – **CDL Required**	Wide Body Cutaway (Floor Plans CC-DD-HH)
HRLCV - No CDL Required	High-Roof Long Conversion Vans
MRLCV - No CDL Required	Medium-Roof Long Conversion Vans
15Pass - No CDL Required	15 Passenger Van (non-accessible)

Replacement Criteria: To be eligible for replacement, current vehicles must meet indicated criteria at the time of application, whichever comes first.	
Vans - straight, modified, sedans, lowered floor and other vehicles-minivans	4 years or 100,000 miles
25' - 35' Light duty transit buses, cutaways (bodies on chassis)	5 years or 150,000 miles
30' Medium duty transit bus	7 years or 200,000 miles
30' Heavy duty transit bus	10 years or 350,000 miles
35' - 40' Heavy duty bus and transit buses	12 years or 500,000 miles

Section A-1

Capital – Vehicles

(Only complete if requesting Vehicles and submit with the application)

Due to Section 5310 limited federal funds and increased vehicle prices, replacements will be considered first before expanding services at this time.

(**Note**- if a vehicle has been replaced in a previous grant cycle, your application may not be considered)

Example

Section 5310 Vehicle(s) Requested					Information on Vehicle(s) for Which Replacement is Requested				
Vehicle Priority	**Requested Vehicle Type**	**Floor Plan**	**Option(s)**	**Replacement / Expansion**	**Vehicle Make / Type**	**Vehicle Year**	**Current Mileage**	**Vehicle Condition**	**VIN**
1	NBC	QQ	1,2,3	Replacement	Starlite NBC	2006	187,000	Poor	2P4GP24B1VR220936
2	LFMV	n/a	n/a	Expansion	n/a	n/a	n/a	n/a	n/a

Section 5310 Vehicle(s) Requested					Information on Vehicle(s) for Which Replacement is Requested				
Vehicle Priority	**Requested Vehicle Type**	**Floor Plan**	**Option(s) #**	**Replacement / Expansion**	**Vehicle Type**	**Vehicle Year**	**Current Mileage**	**Vehicle Condition**	**VIN**

***NOTE: Cost Estimate: For more information on vehicle types, floor plans and prices, visit: https://www.modot.org/media/55174**

Section A-2

Capital – Equipment/Other

(Only complete if requesting Equipment and submit with the application)

Federal assistance is 80% of eligible expenses

Equipment Request Type

Equipment Description:

_____

_____

_____

What is the intended purpose of the equipment and how does it support the intent of the Section 5310 program?

_____

_____

What is the life expectancy of the equipment you are requesting? Please list manufacturer's recommended life expectancy, if available.

_____

_____

Estimated Cost: $_____

Section B

Operating Assistance Request Form

(Only complete if requesting Operating assistance and submit with application)

Federal assistance is 50% of net eligible expenses.

Project Time Period – From: _____ To: _____

Project Description: (use additional pages, if needed)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Examples of operating expenses (50/50) but not limited to: Drug and Alcohol testing, physicals, background checks, salaries, maintenance, fuel, oil, office supplies, vehicle registration and licensing, and purchases of service.

Estimated Cost $ _____

Must submit a detailed budget with operating project request.

Section C

Mobility Management Project Request Form

(Only complete if requesting funding for Mobility Management)

Federal assistance is 80% of net eligible expenses.

Project Time Period – From: _____ To: _____

Project Description: (use additional pages, if needed)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Estimated Cost $ _____

Section D

Other New Freedom Type Projects

(Only complete if requesting Other New Freedom Type Project)

Federal assistance is 50% of net eligible expenses

Project Time Period – From: _____ To: _____

Note – if this project relies on services currently contracted, include a complete copy of the fully executed mobility service contract with the submitted application.

Project Description that includes the following: (use additional pages, if needed)

- geographic service area,
- categories of people served,
- days of the week service is available,
- operating times/hours each day of service,
- trip purposes served (any, basic needs, healthcare, employment, higher education, recreation)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Estimated Cost $ _____

Certification for Local Share

(must be submitted with the application)

This is to confirm that _____ will provide the
(Agency Name)

necessary grant matching funds and that _____
(Agency Name)

will provide the necessary and appropriate funding for expenses for Section 5310 Project.

It is further understood that no refund or reduction of the local contribution shall be made at any time unless there is at the same time a refund of a proportional amount of the federal grant.

Signature: _____
Authorized Official

Printed Name: _____

Title: _____

Date: _____

Attest:

_____

_____
Printed Name

NOTE: If the agency is using in-kind match as part of their local match, see the following pages.

In-Kind Match Valuation Proposal Template

Requirement: Each agency that desires to use in-kind as a match must submit a written proposal that identifies the sources of in-kind match and method for determining their value. It must only include goods and services donated for the project that would represent eligible grant activities. Documentation for goods and services should include donation receipts from the donor, the item donated, and its fair market value. Volunteer time should include timecards and be charged at either the prevailing wage or the wage rate paid to an employee performing like duties. In-kind match proposals ultimately require MoDOT approval.

Project Funding Eligible for In-Kind Match
Operating projects may use in-kind contributions as matching funds. In-kind contributions are the fair-market value of noncash contributions received from a third party. In-kind contributions must be for goods and services directly benefiting and *specifically identifiable to the project*, *or for costs incurred by an organization not otherwise charged to the project.*

Note: In-kind contributions must be specific to the project identified in the application.

Applicants may not use in-kind contributions as a match for capital projects. Applicants must include in-kind contributions as project costs. Applicants must also document the value of the contributions. Certain conditions apply to the use of in-kind contributions as matching funds:

- Applicants must submit an in-kind valuation plan with their application for MoDOT's approval. MoDOT must approve the plan in writing before applicants may use the in-kind contribution as matching funds toward the project.
- Applicants must keep detailed documentation on in-kind contributions, including:
  - A written statement from the person or organization providing the goods or services. Additionally, signed timesheets must document volunteer hours donated.
  - The fair-market value determination of the donated goods or services.
  - The goods or services must be reasonable and necessary for the project.

Cost sharing/matching is a requirement of the projects funded by the FTA and MoDOT. Your agency will be responsible for meeting the required amount of match (either cash or in-kind) that is contained in the agreement.

Documentation of match will be verified during the oversight process.

In-Kind Match Valuation Proposal

(must be submitted with the application)

Volunteer Services (to add multiple entries, cut and paste the following text)

Donor name: _____

Service performed: _____

Per-hour value: _____

Number of hours: _____

Total value: _____

Briefly describe how you determined the per-hour value: _____

_____

_____

Donated Or Discounted Items or Facilities (attach an additional page for multiple entries)

Donor name: _____

Item: _____

Fair market value: _____

Number of items: _____

Total value: _____

Briefly describe how you determined the fair market value of the item or facility: _____

_____

_____

Total

Total in-kind match amount: _____

Name and title of person who calculated in-kind match:

_____

Phone: _____

Email: _____

Certification – Human Services Coordination

(must be submitted with the application)

The Section 5310 program requires comprehensive planning and coordinated processes that include transportation planning agencies, public and private transportation providers, non-profit transportation providers, human services providers, other government agencies that administer programs and participation by the public.

Agency and projects applied for must be included in a locally developed, coordinated public transit-human service transportation plan (coordinated plan) which is developed and approved through a process that includes participation by seniors; individuals with disabilities; representatives of public, private, and nonprofit transportation and human service providers; and other members of the public. Coordinated public transit-human service transportation plans are developed by area Metropolitan Planning Organizations or Regional Planning Commissions.

For more information, see Metropolitan Planning Organization or Regional Planning Commission for your area.

Under Section 5310, recipients must certify that _____ is
(Agency Name)

part of the Metropolitan Planning Organization (MPO) or the Regional Planning Commission (RPC).

Name of Planning Organization/Commission: _____

Signature: _____
Authorized Official

Printed Name: _____

Title: _____

Date: _____

Certification - Public Notice

(must be submitted with the application)

I certify that our organization has made a good faith effort to **notify public and private transit and paratransit providers** in our service area concerning the transportation service we propose to provide for seniors and/or persons with disabilities.

Signature: _____
Authorized Official

Printed Name: _____

Title: _____

Date: _____

(Attached copy of Notification Posted including date)

Letters of Project Support

(must be submitted with the application)

Transit Provider	Transit Provider Type (ex. public, sheltered workshop, etc.)

Applicants must submit letters of support with application from listed transit providers in project service area(s).

Certification – Compliance with Drug and Alcohol Requirements

(must be submitted with the application)

FOR FTA RECIPIENTS/SUBRECIPIENTS

49 CFR Part 40 and Part 382

I _____, _____
(Name) (Title)

certify that _____ agrees to establish and
(Agency Name)
implement a drug and alcohol testing program that complies with 49 CFR Part 40 and 49 CFR Part 382, produce any documentation necessary to establish its compliance with 49 CFR Part 40 and 49 CFR Part 382, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 382 and review the testing process. The subrecipient agrees further to:

1. Query the Federal Motor Carrier Administration (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse for current and prospective employees' drug and alcohol violations before permitting those employees to operate a commercial motor vehicle (CMV) on public roads.
2. Annually query the Federal Motor Carrier Administration (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse for each driver they currently employ.
3. Annually prepare Management Information System (MIS) reports and produce when requested by MoDOT or FMCSA.

Signature of Authorized Official: _____

Printed Name and Title of Authorized Official: _____

Date: _____

NOTE: Complete certification if applicant has existing transit vehicles that require a CDL driver (16 passenger or more) or applying for vehicles that meet this requirement.

Certification – Vehicle Insurance

(must be submitted with the application)

(Purchase of Vehicle, Purchases of Service or Alternative to Public Transit Projects)

To protect the federal interest and the local agency interest in vehicle(s) funded by the Federal Transit Administration, agencies must also ensure vehicle(s) for accidental liability and general collision. Failure to maintain adequate insurance coverage will result in additional cost by your agency to cover the federal interest of the vehicle(s) should an accident occur.

If the agency is self-insured, please sign this document, and provide a copy of the certificate of self-insurance issued by the Missouri Department of Revenue.

By signing this certification, you are verifying the following insurance requirements have or will be met:

- General collision insurance protection.
- Minimum coverage required by the State of Missouri:
    - Under Missouri law, vehicle owners must have auto insurance that provides, at a minimum, the following coverage on any vehicle in operation in the state:
        - $25,000 per person for bodily injuries suffered in an accident.
        - $50,000 per accident for bodily injuries, when more than one person is hurt.
        - $25,000 per accident for property damage; and
        - Uninsured motorist coverage of $25,000 for bodily injury per person and $50,000 for bodily injury per accident.
    - Bodily injury coverage pays for injuries caused by an accident in which the driver of the covered vehicle was at fault, while property damage pays for any resulting damage to real or personal property. This kind of liability coverage does not pay for damage to the policy holder's own vehicle. You can purchase coverage for repair or replacement of your vehicle if it is damaged in an accident that you caused (this is called collision coverage), or if it is damaged by weather, an animal, or some other cause (this is called comprehensive coverage), but those are not required in Missouri.

Signature: _____ Date: _____

Authorized Official

Printed Name: _____ Title: _____

ADA Certification for Governmental / Public Entities

(must be submitted with the application)

Certification of Equivalent Service

Agency Name: _____certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time
2. Fares
3. Geographic service areas
4. Hours and days of service
5. Restrictions on trip purpose
6. Availability of information and reservation capability and
7 Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand responsive systems for the general public which receive financial assistance under Chapter 53 of Title 49, United States Code must file this Certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving any Federal Transit Administration (FTA) funds shall also file the certification with the appropriate state program office. Such public entities receiving FTA funds under Chapter 53 of Title 49, United States Code must file the certification with the appropriate FTA regional office.

This certification is valid for no longer than one year from its date of filing.

_____
Name of Official

_____
Signature

_____
Title

_____
Date

ADA Certification for Non-for-Profit

(must be submitted with the application)

Certification of Equivalent Service

Agency Name: _____ certifies that its demand response service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time
2. Fares
3. Geographic service areas
4. Hours and days of service
5. Restrictions on trip purpose
6. Availability of information and reservation capability and
7 Constraints on capacity or service availability.

In accordance with 49 CFR 37.103 not-for-profit organizations operating demand responsive systems for the general public which receive financial assistance under Chapter 53 of Title 49, United States Code must file this Certification with the appropriate state program office.

This certification is valid for no longer than one year from its date of filing.

_____
Name of Official

_____
Signature

_____
Title

_____
Date

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF $5,000

(must be submitted with the application)

(Required for not-for-profit and for-profit entities who receive more than $5,000 in funds)

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity, may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Authorized Signature _____Date_____

Printed Name _____

Attest_____Date_____

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland

AUTHORIZING RESOLUTION

(must be submitted with the application)

WHEREAS the Missouri Department of Transportation is authorized to make grants for transportation projects; and,

WHEREAS the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs; and

WHEREAS it is the goal of the applicant to provide the best transit system that can be provided with the funds available.

That the _____ is authorized to execute the
(Board President/Chair, Program Director, Exe. Director, etc.)

Agreement(s) on behalf of the _____ with the Missouri
(Name of Corporation or public entity)

Highways and Transportation Commission for financial assistance through the FTA Section 5310 Program.

Adopted this _____ day of _____, 20___.

Signature_____

Typed Name_____

Title_____
Authorized Individual

_____
Authorized Signers Name

_____
Email Address

ATTEST

_____
Name and title

This resolution allows the individual to sign the agreement without further action by the Board.

Ordinance for Governmental / Public Entities

(Resolutions will not be accepted)

(must be submitted with the application)

City Ordinance

City of _____

Ordinance No. _____

BILL NO. _____

An Ordinance to authorize the _____ to apply for federal financial assistance on behalf of
(Title of individual)
(city) _____ and to execute any contract(s) resulting from such application for any grants between (city) _____and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

Be it ordained by the City Council of _____ as follows:

Section 1. That the _____ is hereby authorized to apply for federal financial assistance
(Title of individual)
on behalf of the (city) _____and to execute any contract(s) resulting from such application for any grants between the (city) _____and the Missouri Highways and Transportation Commission providing for capital, operating, and/or marketing assistance, comprised of federal funds to be expended for Commission-approved transit projects.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read two times, passed, and approved on this day of _____ (date).

APPROVED AS TO FORM

_____ _____

City Attorney Mayor

Attest:

_____

City Clerk

Federal Transit Administration (FTA) Certifications and Assurances

(must be submitted with the application)

(Signature page is an alternative to signing individual certifications and assurances)

Name of Applicant: _____

The Applicant certifies they have **read and will comply** with the applicable provisions of FY2026 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements | FTA

Category	Description	5310	(initial)
01	Required Certifications and Assurances for Every Applicant.	X	
02	Public Transportation Agency Safety Plans	n/a	
03	Tax Liability and Felony Convictions	X	
04	Private Sector Protections	X	
05	Transit Asset Management Plan	n/a	
06	Rolling Stock Buy America Reviews and Bus Testing	X	
07	Urbanized Area Formula Grants Program	n/a	
08	Formula Grants for Rural Areas	n/a	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	n/a	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	n/a	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	X	
12	State of Good Repair Grants	n/a	
13	Infrastructure Finance Programs	n/a	
14	Alcohol and Controlled Substance Testing	X	
15	Rail Safety Training and Oversight	n/a	
16	Demand Responsive Service	X	
17	Interest and Financing Costs	X	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	X	
19	Public Transportation on Indian Reservations Formula and Discretionary Program (Tribal Transit Programs)	n/a	
20	Emergency Relief Program	X	

Federal Transit Administration (FTA) Certifications and Assurances

(must be submitted with the application)

(Signature page is an alternative to signing individual certifications and assurances)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing **U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31**, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any otherstatute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true andaccurate.

Signature: _____ Date: _____

Authorized Representative of Applicant

Printed Name: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: _____ Date _____

Attorney for Applicant

Printed Name _____

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney, and dated this federal fiscal year.

Federal Transit Administration (FTA) Federal Clauses

(Signature page is an alternative to signing individual federal clauses)

Name of Applicant: _____

The Applicant agrees to comply with applicable requirements it has selected as shown on the following pages:

	(initial)
Incorporation of FTA Terms	
No Government Obligation to Third Parties	
Program Fraud and False or Fraudulent Statements and Related Acts	
Notice to FTA and US DOT OIG	
Access to Records and Reports	
Federal Changes	
Civil Rights (EEO, Title VI & ADA)	
Energy Conservation Requirements	
Prohibition on Certain Telecommunications and Video	
Disadvantaged Business Enterprise (DBEs)	
Prompt Payment and Return of Retainage	
Seat Belt Use and Distracted Driving	
Fly America	
Cargo Preference	
Privacy Act- Freedom of Information	
Solid Waste and Recycled Products- RCRA	
Termination Provisions	
Trafficking in Persons	
Federal Tax Liability and Recent Felony Convictions	
Environmental Justice	
Government-wide Debarment and Suspension	
Lobbying	
Clean Water	
Clean Air	
Buy America	
Resolution of Disputes, Breaches, or other Litigation	
Contract Work Hours/ Safety Standards	
ADA Access	
Charter Service	
School Bus	

By signing below, I declare the applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance.

Signature: _____ Title: _____ Date: _____

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of MoDOT's. requests which would cause MoDOT to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

MoDOT and subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to MoDOT, subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the contractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 to the extent the Federal Government deems appropriate.

The subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL

If a current or prospective legal matter that may affect the Federal Government emerges, the subrecipient must promptly notify MoDOT.

The subrecipient must also promptly notify MoDOT, if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from MoDOT. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal

assistance. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or subcontractor of the Contractor.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the subrecipient. In this paragraph, "promptly" means to refer information without delay and without change.

The subrecipient must include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this Contract:

Record Retention. The subrecipient will retain and will require its contractors at all tiers to retain complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Subrecipient shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 3 years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records. The subrecipient agrees to provide sufficient access to FTA, MoDOT, and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required.

Access to the Sites of Performance. Subrecipient agrees to permit FTA, MoDOT, and its contractors access to the sites of performance under this contract as reasonably may be required.

Closeout. The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

FEDERAL CHANGES

Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

Under this Contract, the subrecipient shall at all times comply with the following requirements and shall include these requirements in each contract entered into as part hereof.

1. *Nondiscrimination in Federal Public Transportation Programs.* 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and prohibits discrimination in employment or business opportunity.

2. *Prohibit discrimination against employment.* Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

3. *Nondiscrimination on the Basis of Sex.* Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," and 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

4. *Nondiscrimination on the Basis of Age.* The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

5. *Federal Protections for Individuals with Disabilities.* The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this contract:

Nondiscrimination. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, and sexual orientation. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S.

Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the subrecipient agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. part 1630, and any implementing requirements FTA may issue. The subrecipient will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The subrecipient agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

ENERGY CONSERVATION REQUIREMENTS

The subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

Prohibition on certain telecommunications and video surveillance services or equipment. (a) MoDOT and its subrecipients are prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities):

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

3. Telecommunications or video surveillance services provided by such entities or using such equipment.

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), PROMPT PAYMENT, RETURN OF RETAINAGE PAYMENTS

The subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MoDOT deems appropriate, which may include, but is not limited to: Withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying the subrecipient from future funding opportunities. Each third party contract the subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment. The subrecipient agrees to ensure that each prime contractor agrees to pay each subcontractor under its contract for satisfactory performance of its subcontract no later than fifteen (15) days from the receipt of each payment the Contractor receives.

Return Retainage Payments. The subrecipient agrees further to ensure that the prime contractor returns retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontracts. The subrecipient must ensure that the prime contractor promptly notifies it, whenever a DBE subcontractor performing work related to the prime contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The subrecipient must ensure that a prime contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the subrecipient.

Finally, for contracts with defined DBE contract goals, the subrecipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the prime contractor obtains the subrecipient's written consent; and that, unless the subrecipient's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of MoDOT and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

SEAT BELT USE AND DISTRACTED DRIVING

The subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

The subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by

distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The subrecipient agrees to include the preceding in its contracts at each tier, and encourage its contractors to comply with these provisions.

FLY AMERICA REQUIREMENTS

The subrecipient agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The subrecipient shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The subrecipient agrees to include the requirements of this section in all contracts that may involve international air transportation.

CARGO PREFERENCE REQUIREMENTS

The subrecipient agrees: to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to MoDOT; and to include these requirements in all contracts issued pursuant to this contract when the contract may involve the transport of equipment, material, or commodities by ocean vessel.

PRIVACY ACT AND FREEDOM OF INFORMATION ACT

The subrecipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Records. The subrecipient agrees that all applications and materials it submits to MoDOT that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies. The subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure

to comply with the terms of the Privacy Act may result in termination of the underlying contract. The subrecipient also agrees to include these requirements in each contract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

SOLID WASTE AND RECYCLED PRODUCTS

The subrecipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements include procuring only items designated in guidelines that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

TERMINATION

Termination for Convenience: MoDOT may terminate this contract, in whole or in part, at any time by written notice to the subrecipient when it is in it's best interest. The subrecipient shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The subrecipient shall promptly submit its termination claim to MoDOT to be paid. If the subrecipient has any property in its possession belonging to MoDOT, the subrecipient will account for the same, and dispose of it in the manner MoDOT directs.

Termination for Default: MoDOT may, by written notice of default to the subrecipient, terminate the whole or any part of this contract if the subrecipient fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the subrecipient fails to perform any provision of the contract, in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as MoDOT may authorize in writing) after receipt of notice from MoDOT specifying such failure. If the contract is terminated in whole or in part for default, MoDOT may procure, upon such terms and in such manner as MoDOT may deem appropriate, supplies or services similar to those so terminated. The subrecipient shall be liable to MoDOT for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

1. Upon termination of the contract, MoDOT shall pay only such costs that result from obligations which were properly incurred by the subrecipient or their contractor before the effective date of termination; and

2. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract. Except with respect to defaults of contractors, the subrecipient shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the subrecipient. If the failure to perform is caused by the default of a contractor, and if such default arises out of causes beyond the control of both the subrecipient and contractor, and without the fault or negligence of either of them, the subrecipient shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other

sources in sufficient time to permit the subrecipient to meet the required delivery schedule. Payment for completed supplies delivered to and accepted by MoDOT shall be at the contract price. MoDOT may withhold cash payments from amounts otherwise due the subrecipient to pay for goods and services deemed by MoDOT to be necessary to protect MoDOT against loss due to default by subrecipient or because of any lien or claim of lien.

MoDOT shall be entitled to take other remedies that may be legally available. If, after notice of termination of subrecipient's work pursuant to this contract, it is determined for any reason that the subrecipient was not in default, or that its default was excusable, or that MoDOT is not entitled to the remedies against subrecipient provided herein, then the subrecipient's remedies against MoDOT shall be the same as and limited to those afforded to the subrecipient set out in the section entitled "Disputes". In the event MoDOT elects to waive its remedies for any breach by the subrecipient of any covenant, term or condition of this contract, such waiver shall not preclude MoDOT from pursuing all available remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

Opportunity to Cure: MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the subrecipient 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the subrecipient fails to remedy to MoDOT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the subrecipient of written notice from MoDOT setting forth the nature of said breach or default, MoDOT shall have the right to terminate the Contract without any further obligation to subrecipient. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against the subrecipient and its sureties for said breach or default. If it is later determined by MoDOT that the subrecipient had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the subrecipient, MoDOT, after setting up a new delivery of performance schedule, may allow the subrecipient to continue work, or treat the termination as a termination for convenience.

TRAFFICKING IN PERSONS

As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per US OMB's direction.

The subrecipient agrees that it and its employees that participate in this award, may not:

Engage in severe forms of trafficking in persons during the period of time that MoDOT's Award is in effect, Procure a commercial sex act during the period of time that MoDOT's Award is in effect, or use forced labor in the performance of MoDOT's award or any subagreements thereunder.

The subrecipient must notify MoDOT and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. As required with Section 4 (g) of the FTA Master Agreement, the subrecipient by signing and submitting this agreement certifies as follows: Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. If a prospective Third-Party Participant cannot so certify, the subrecipient agrees to refer the matter to MoDOT and not to enter into any Third-Party Agreement with the Third Party Participant without MoDOT's written approval.

The subrecipient will also include this flow-down requirement to all contractors at all lower tiers.

ENVIRONMENTAL JUSTICE

In accordance with FTA Master Agreement, the subrecipient agrees to promote environmental justice by following:

1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and

3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the subrecipient verifies that its principals, affiliates, and contractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Excluded or disqualified from participating in a covered transaction;

2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;

3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 180.800(a); or

4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

For each third party contract expected to equal or exceed $25,000, the subrecipient agrees to verify that the bidder is not excluded or disqualified by:

- Checking System for Award Management (SAM) Exclusions (at SAM.gov); or

- Collecting a certification; or

- Adding a clause or condition to the covered transaction

LOBBYING

Subrecipients who apply for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." The subrecipient and each of its contractors certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. A Certificate of Compliance will be required as part of the contract, if applicable. The subrecipient, its contractors, and each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MoDOT.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The subrecipient agrees to report each violation to MoDOT and understands and agrees that MoDOT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The subrecipient also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

BUY AMERICA REQUIREMENTS

The subrecipient agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by MoDOT's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the subrecipient mails or otherwise furnishes a written appeal to MoDOT's authorized representative. In connection with such appeal, the subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MoDOT's authorized representative shall be binding upon the subrecipient and subrecipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute. Unless otherwise directed by MoDOT, subrecipient shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MoDOT and the subrecipient arising out of or relating to this agreement or its breach

will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MoDOT or the subrecipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CONTRACT WORK HOURS AND SAFETY STANDARDS

This requirement applies to all FTA grant and cooperative agreement programs where applicable (see 40 U.S.C. § 3701), all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.(See 2 C.F.R. Part 200, Appendix II). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No subrecipient or contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the subrecipient and any contractor responsible therefor shall be liable for the unpaid wages. In addition, such subrecipient and contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* MoDOT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the subrecipient or its contractor under any such

contract or any other Federal contract of the subrecipient or with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the subrecipient or the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of the subrecipient or its contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The subrecipient or its contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY

The subrecipient agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The subrecipient also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. §794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;

5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;

9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part

1194;

10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and

12. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

CHARTER SERVICE

The subrecipient agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that MoDOT and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);

2. FTA regulations, "Charter Service," 49 C.F.R. part 604;

3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any contractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;

2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or

3. Any other appropriate remedy that may apply.

The subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS

The subrecipient agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;

3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If subrecipient violates this School Bus requirements, FTA may:

1. Bar the subrecipient from receiving Federal assistance for public transportation; or

2. Require the subrecipient to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the subrecipient may not use federally funded equipment, vehicles, or facilities. The subrecipient should include the substance of this clause in each contract or purchase under this contract that may operate public transportation services.