



Janet T. Mills
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Dale F. Doughty
COMMISSIONER

September 28, 2026
Subject: Specialist Wade A. Slack
Memorial Bridge Girder Repair
WIN: 030326.00
Location: Waterville
Amendment No. 1

Dear Sir/Ms.:

Make the following changes to the Bid Documents:

REMOVE Sheet Number 7 of 9, FRAMING PLAN AND HEAT STRAIGHTENING dated 08/11/2026 and **REPLACE** with the attached Sheet Number 7 of 9, FRAMING PLAN AND HEAT STRAIGHTENING dated 09/15/2026.

REMOVE Sheet Number 9 of 9, REPAIR DETAILS dated 08/26/2026 and **REPLACE** with the attached Sheet Number 9 of 9, REPAIR DETAILS dated 09/18/2026.

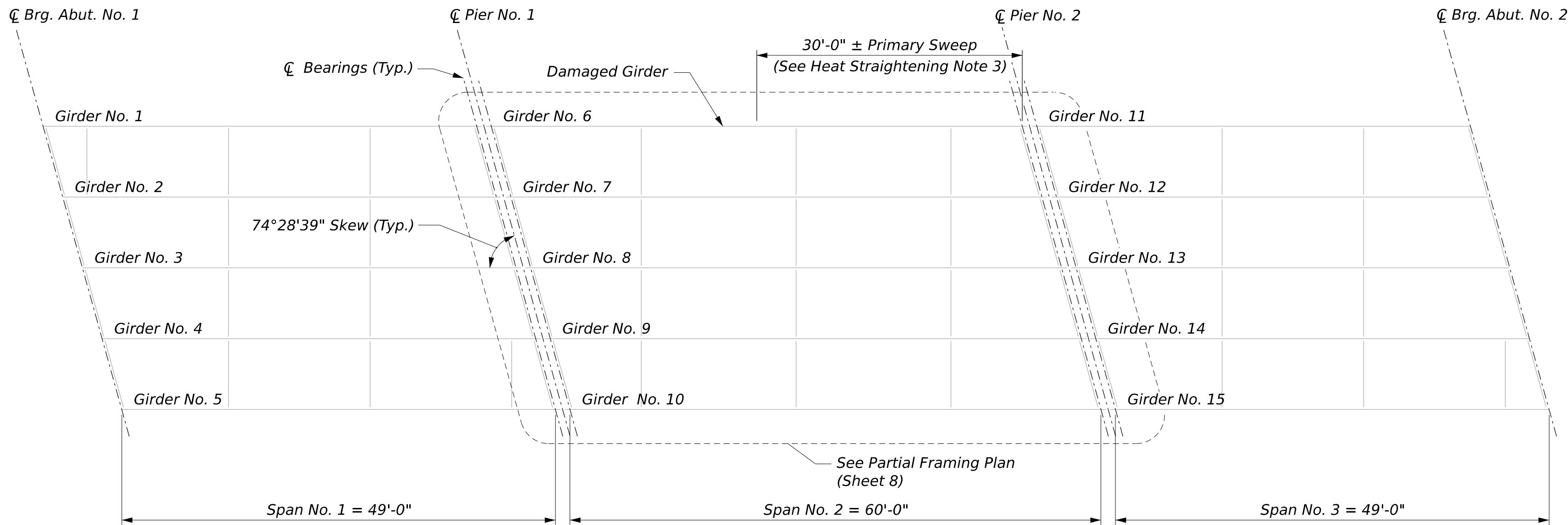
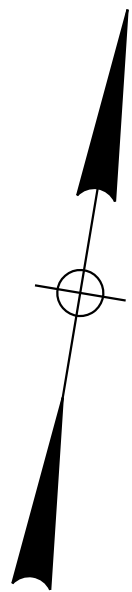
In the Bid Book, pages 48-51, **REMOVE** SPECIAL PROVISION SECTION 504 STRUCTURAL STEEL (REPAIR OF DAMAGED GIRDERS) dated August 12, 2026 (4 pages) and **REPLACE** with the attached SPECIAL PROVISION SECTION 504 STRUCTURAL STEEL (REPAIR OF DAMAGED GIRDERS) dated September 18, 2026 (4 pages).

In the Bid Book, pages 74-85, **REMOVE** STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES DOT ORDER NO. 1050.2A dated February 13, 2026 (12 pages) and **REPLACE** with the attached STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES DOT ORDER NO. 1050.2A dated September 17, 2026 (12 pages).

Consider these changes and information prior to submitting your bid on **October 14, 2026**.

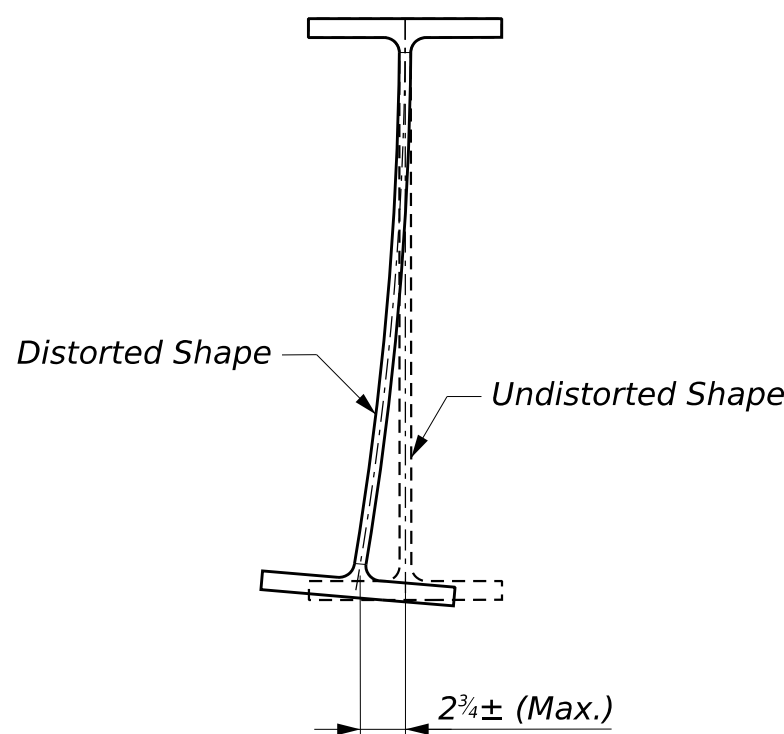
Sincerely,

George M. A. Macdougall P.E.
Contracts & Specifications Engineer

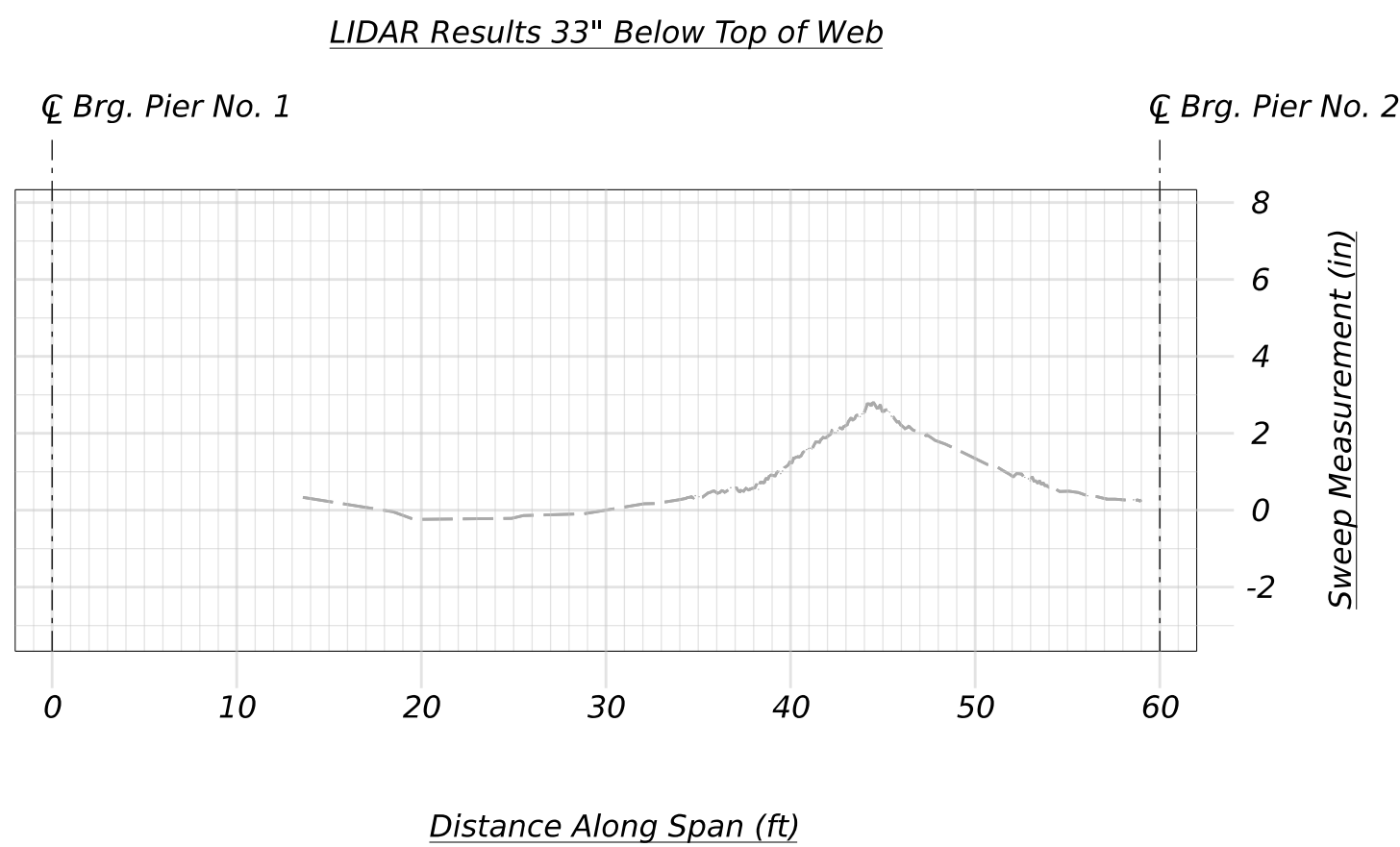


FRAMING PLAN

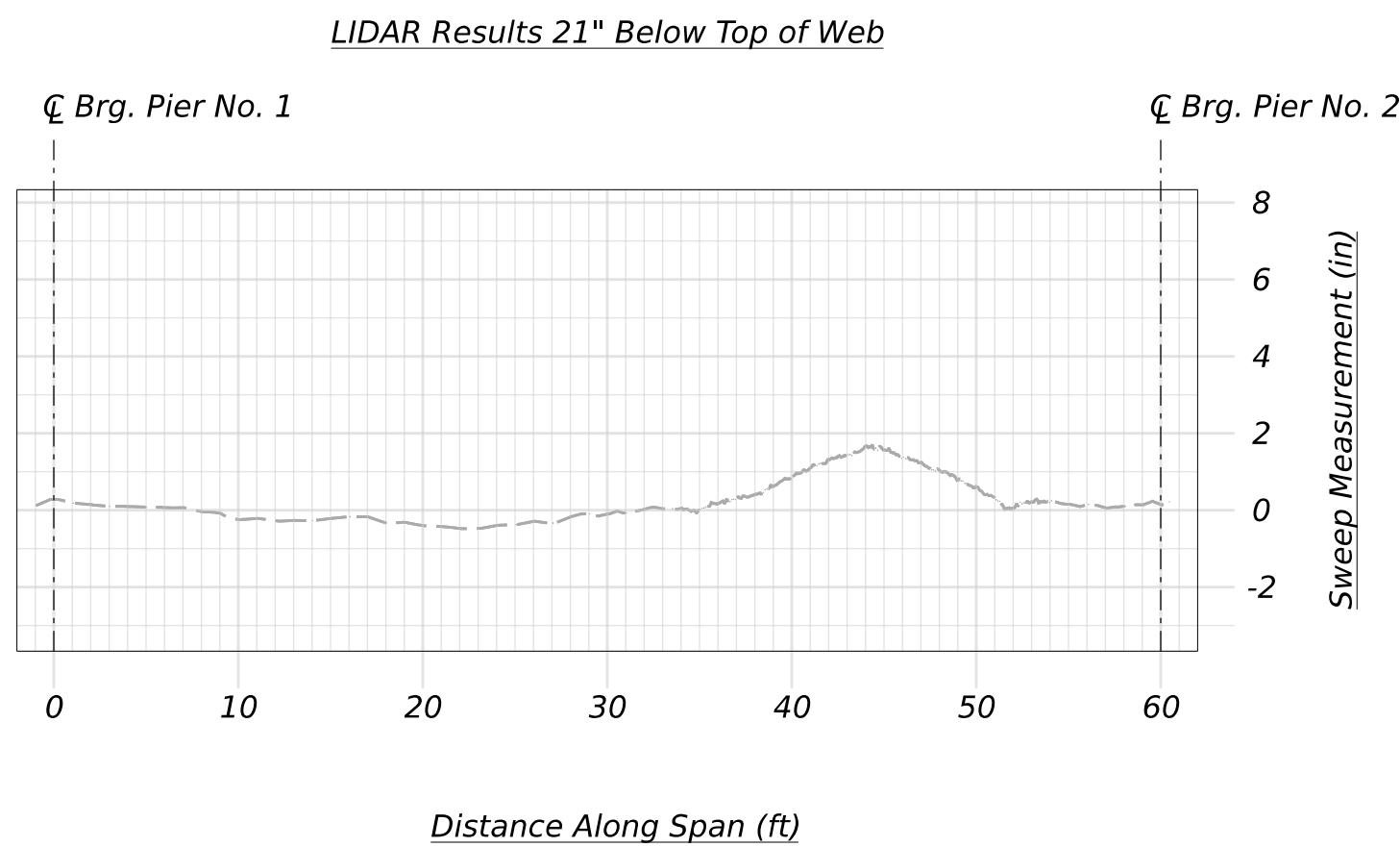
(I-95 Southbound Bridge)



APPROXIMATE SWEEP MEASUREMENTS



LIDAR DATA FOR GIRDER SWEEP



SUGGESTED SEQUENCE OF REPAIRS:

1. Remove existing paint.
2. Heat straighten damaged girder.
3. Determine limits of the crack at Repair Area "A" and the web tear at Repair Area "B" through non-destructive testing.
4. Install temporary structural supports and jack the damaged girder to a neutral (unloaded) state.
5. Drill crack arrest holes.
6. Repeat non-destructive testing to confirm the tips of the crack and tear were entirely captured by the crack arrest holes.
7. Confirm dimensions for the steel plates proposed for Repair Areas "A" and "B", based on final locations of the crack arrest holes.
8. Remove the connection plate at Repair Area "B" from the girder and grind the girder web smooth in the area of the removed weld.
9. Field drill holes for the splice and web plates using the shop fabricated plates as a template.
10. Prepare faying surfaces.
11. Install splice plates, web plates and connection angle.
12. Re-attach diaphragm.
13. Complete gouge repair at Repair Area "C".
14. Complete connection plate repair at Repair Area "D".
15. Remove temporary structural support.
16. Re-paint steel in areas of removal.

PAINT REMOVAL NOTES:

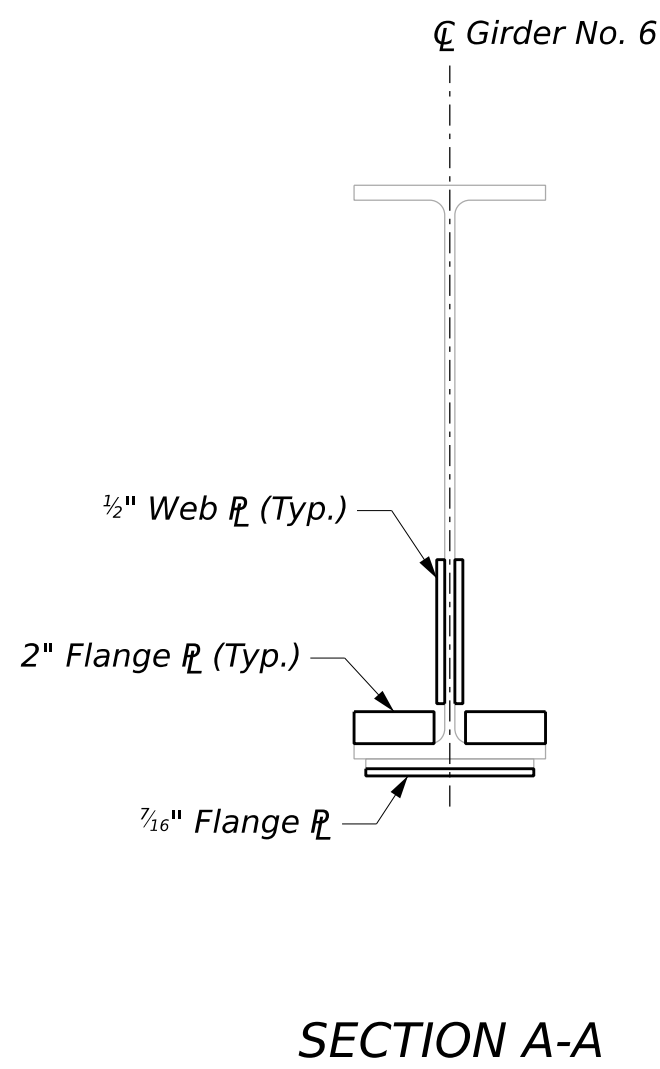
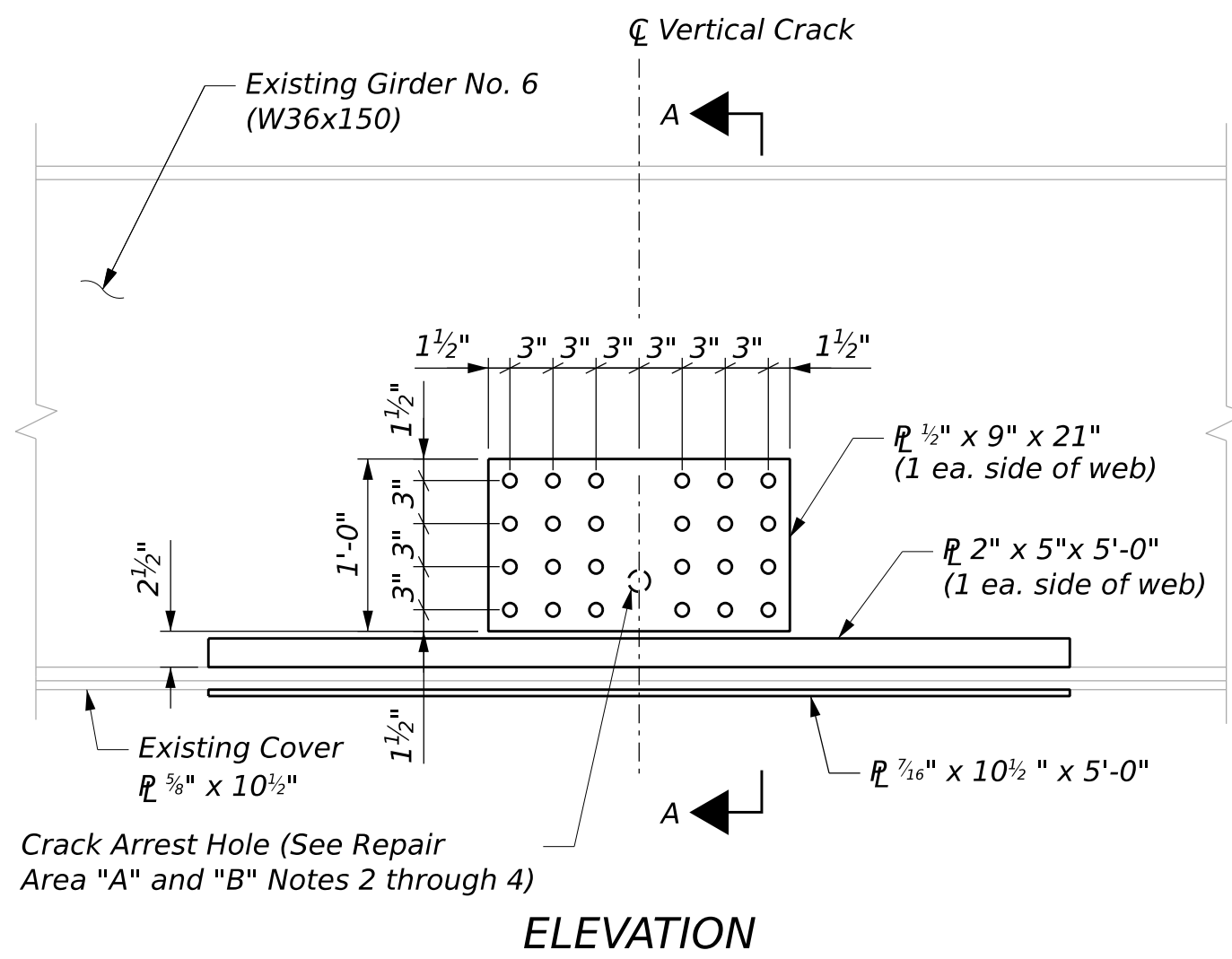
1. Existing paint shall be removed as necessary for heat straightening and repair work. Except as noted, at the Contractor's discretion, paint removal may be performed on either a localized or global basis, as follows:
 - a. Localized Removal - The Contractor shall remove existing paint at repair areas, except as noted, and in all areas subject to direct heat from heat straightening operations. Paint shall be removed to a minimum of 6" beyond the limits of repairs and directly heated areas. Exposed steel surfaces shall be cleaned in accordance with SSPC-SP11, Power Tool Cleaning to Bare Metal.
 - b. Global Removal - In coordination with the Specialty Heat Straightening Subcontractor, the Contractor shall identify the limits along the girder within which heat straightening may be performed. Existing paint shall then be removed from the entire girder cross-section for the full length between those limits, including connection plates and diaphragms, as necessary to perform the repair work. Exposed steel surfaces shall be cleaned in accordance with SSPC-SP10/NACE No. 2, Near-White Metal Blast Cleaning.
2. In all areas where paint was removed, paint shall be reapplied in accordance with Special Provision 506, Field Painting, New and Existing Steel with Zinc Rich Coating System.

HEAT STRAIGHTENING NOTES:

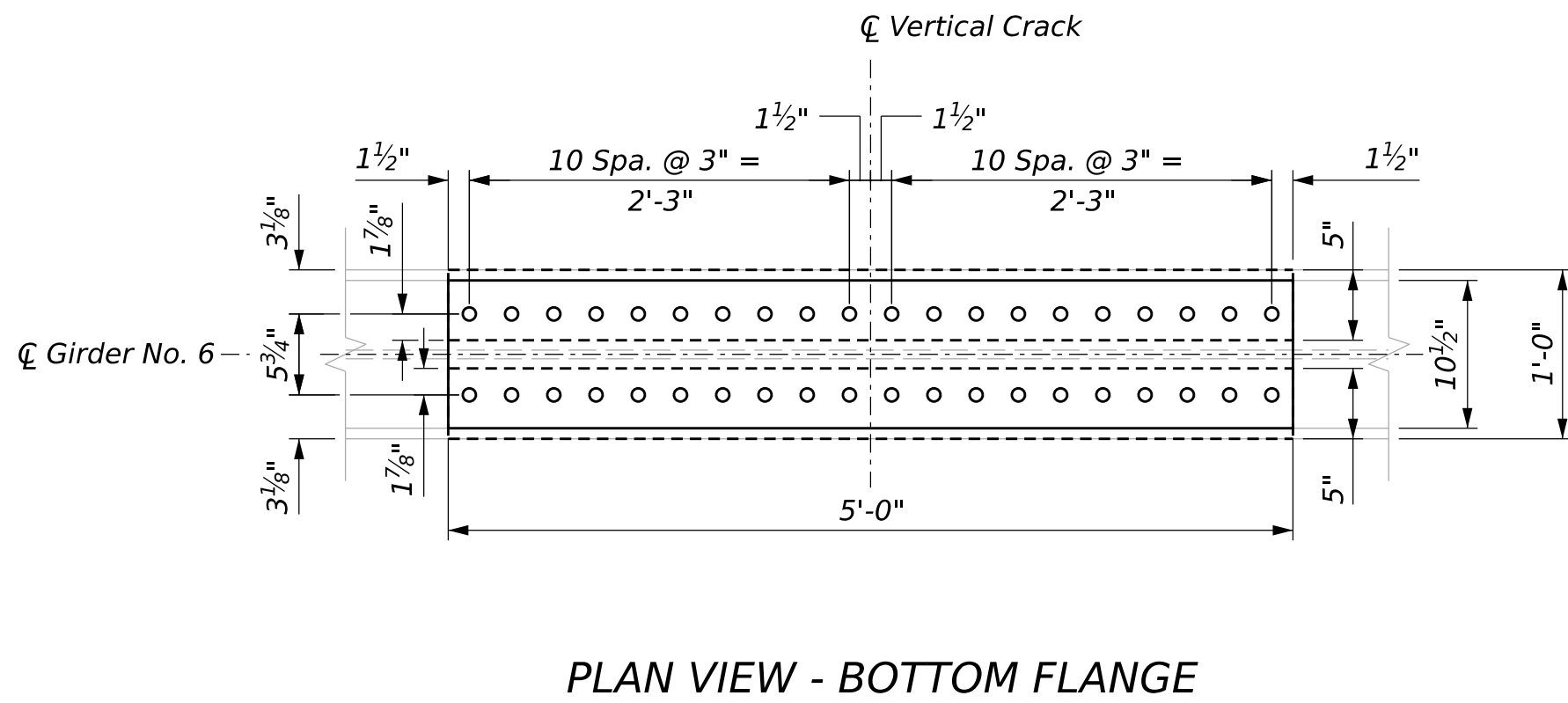
1. Damage measurements and length of sweep are approximate and are based on a limited field assessment and LIDAR data. These are provided for reference only, the exact locations, lengths, and magnitude of distortions shall be determined by Contractor. See Special Inspection Reports, dated February 13, 2026 and May 7, 2026, for photos and notes related to the damage areas.
2. Heat straightening shall be completed by one of the prequalified heat straightening subcontractors in Special Provision 504, Heat Straightening Damaged Structural Steel. The Specialty Heat Straightening Subcontractor shall determine limits of yielded flange and submit the proposed heat straightening procedure and patterns to the Resident for approval prior to heat straightening.
3. The length of sweep indicated on the Plans is an approximate measurement of the primary sweep in the beam. The Contractor and Specialty Heat Straightening Subcontractor shall determine the actual limits of sweep and coordinate the length of beam to be heat straightened with the Resident.



OF 9		SHEET NUMBER		7	
SPECIALIST WADE A SLACK MEMORIAL BRIDGE BRIDGE NO. 1457 CROSSING MAIN STREET WATERVILLE		FRAMING PLAN AND HEAT STRAIGHTENING			
STATE OF MAINE DEPARTMENT OF TRANSPORTATION					



SPLICE DETAILS
(Repair Area "A")



REPAIR AREA "A" AND "B" NOTES:

- All work shall be done in accordance with Standard Specifications Sections 504 and 506.
- The Contractor shall determine the limits of the following utilizing non-destructive testing methods in accordance with AWS D1.5.

Repair Area "A": The vertical crack extending up the web from the bottom flange.

Repair Area "B": The web tear near the bottom of the connection plate.

An inspection plan shall be submitted to and approved by the Resident in accordance with Special Provision 504, Repair of Damaged Girders.

3. After locating the limits of the crack and web tear, the Contractor shall drill a 1 $\frac{1}{2}$ " diameter crack arrest hole centered at the tip of each crack or tear with a carbide-tipped or high-speed annular cutter. Flame-cut holes shall not be permitted. After drilling, all hole edges shall be ground smooth to an ANSI roughness of 500 or less.

4. The Contractor shall field locate the crack arrest holes relative to the plates detailed on this sheet. If a crack arrest hole is outside the limits of the plates, or are within $\frac{1}{2}$ " of a bolt hole location the Engineer shall be notified before proceeding with fabrication.

5. The Contractor shall field measure the location of the existing diaphragm and connection plate at Repair Area "B" and re-installed in the same location. The Contractor shall completely remove the existing connection plate at Girder No. 6, while leaving the diaphragm and connection plate attached at Girder No. 7. The web shall be ground flush in the vicinity of the removed connection plate.

6. Structural steel shall meet the requirements of ASTM A709, Grade 36 or better.

7. Bolted connections shall be made using $\frac{7}{8}$ ", ASTM F3125 Grade A325, Type 1 bolts. All holes shall be $\frac{1}{16}$ ". Holes in steel furnished by the Contractor shall be shop drilled, unless noted otherwise. The minimum edge distance shall be 1 $\frac{1}{2}$ " unless noted otherwise. Oversized or short-slotted holes are not permitted. Bolt threads shall be excluded from all shear planes.

8. At the Contractor's option steel furnished by the Contractor may be Thermal Spray Coated or Zinc Rich Coated in accordance with Standard Specification Section 506, Shop Applied Protective Coating. Any field touch-ups required shall be done in accordance with Standard Specification Section 506, Shop Applied Protective Coating.

9. All bolts, nuts, and washers shall be hot dip galvanized in accordance with ASTM A153.

10. All faying surfaces shall conform to a Class B Surface.

11. After installation of the splice at Repair Area "A" any areas where the crack is exposed shall be sealed with a silicone or polyurethane joint sealant from the MaineDOT Qualified Products List to the satisfaction of the Resident.

12. At the flange splice, all bolts shall be installed with the bolt head on the underside of the bottom splice plate. All bolts through the web shall be installed with the bolt head on the outside face of the web.

13. The existing diaphragm at Repair Area "B" is fillet welded to the connection plate and bolted at two locations. The fillet weld shall remain. The existing bolts shall be removed and the holes re-used as part of the connection to the connection angle. These two holes in the connection angle may be field drilled.

14. The Contractor may substitute a L8x6x $\frac{1}{2}$ " for the connection angle.

REPAIR AREA "C" NOTES:

1. Nicks, gouges and scrapes shall be ground smooth, with all grinding performed in the longitudinal direction of the beam. Repairs that require removal of more than 1/8" of the thickness of a cross-sectional element requires the Resident's approval.

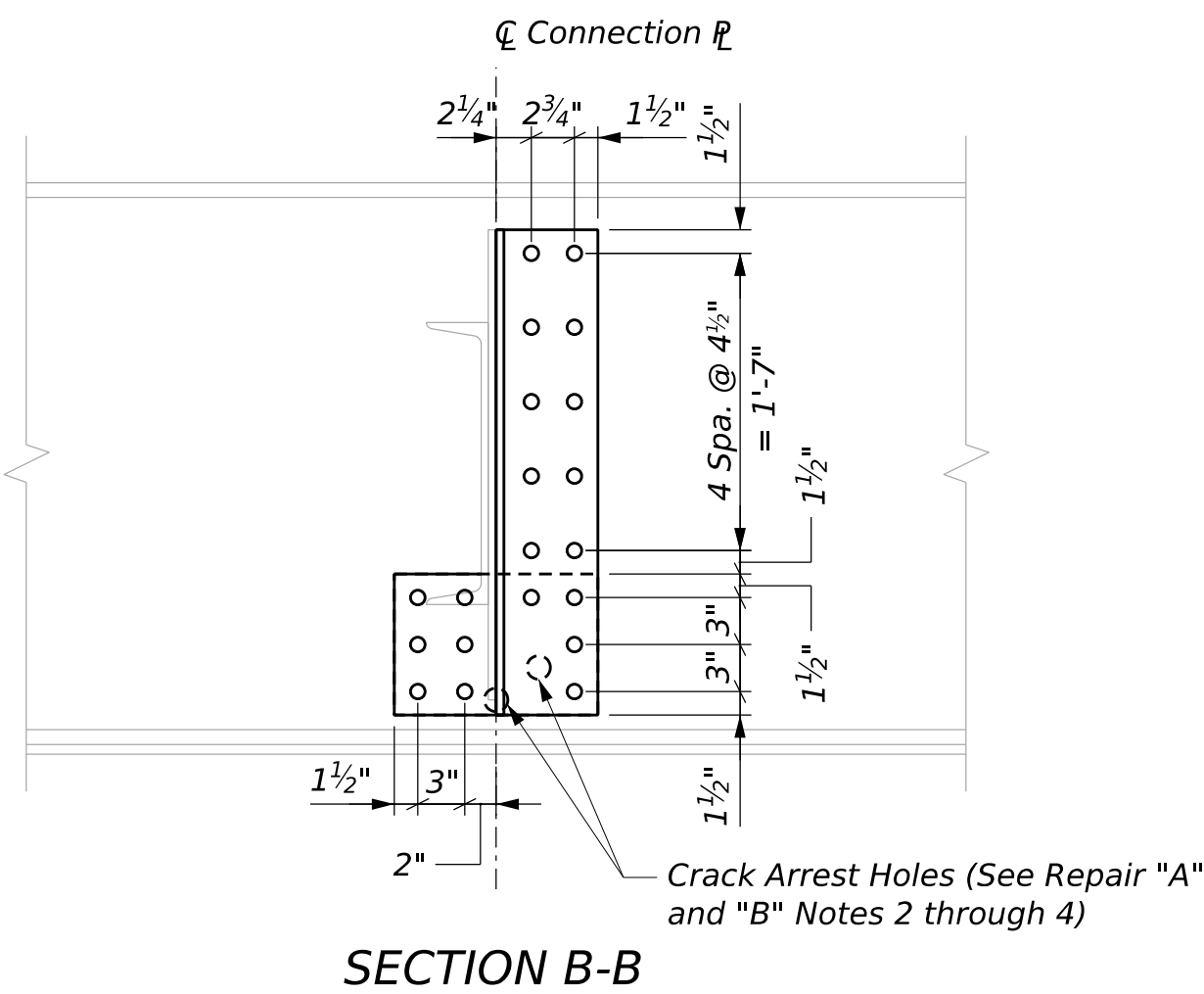
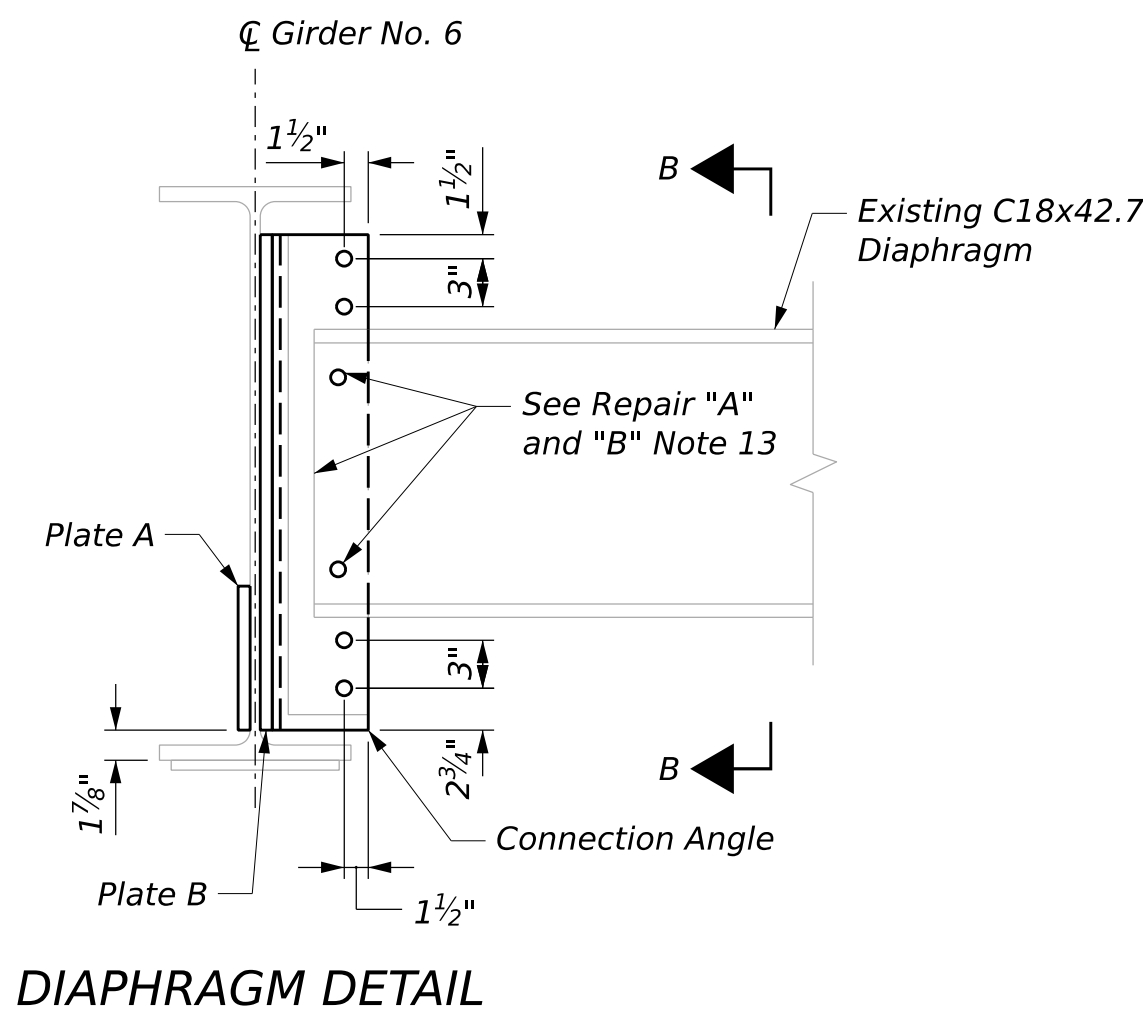
2. Any cracks discovered before or during the repair shall be brought to the attention of the Resident.

3. Weld shall be removed by mechanical means such as grinding.

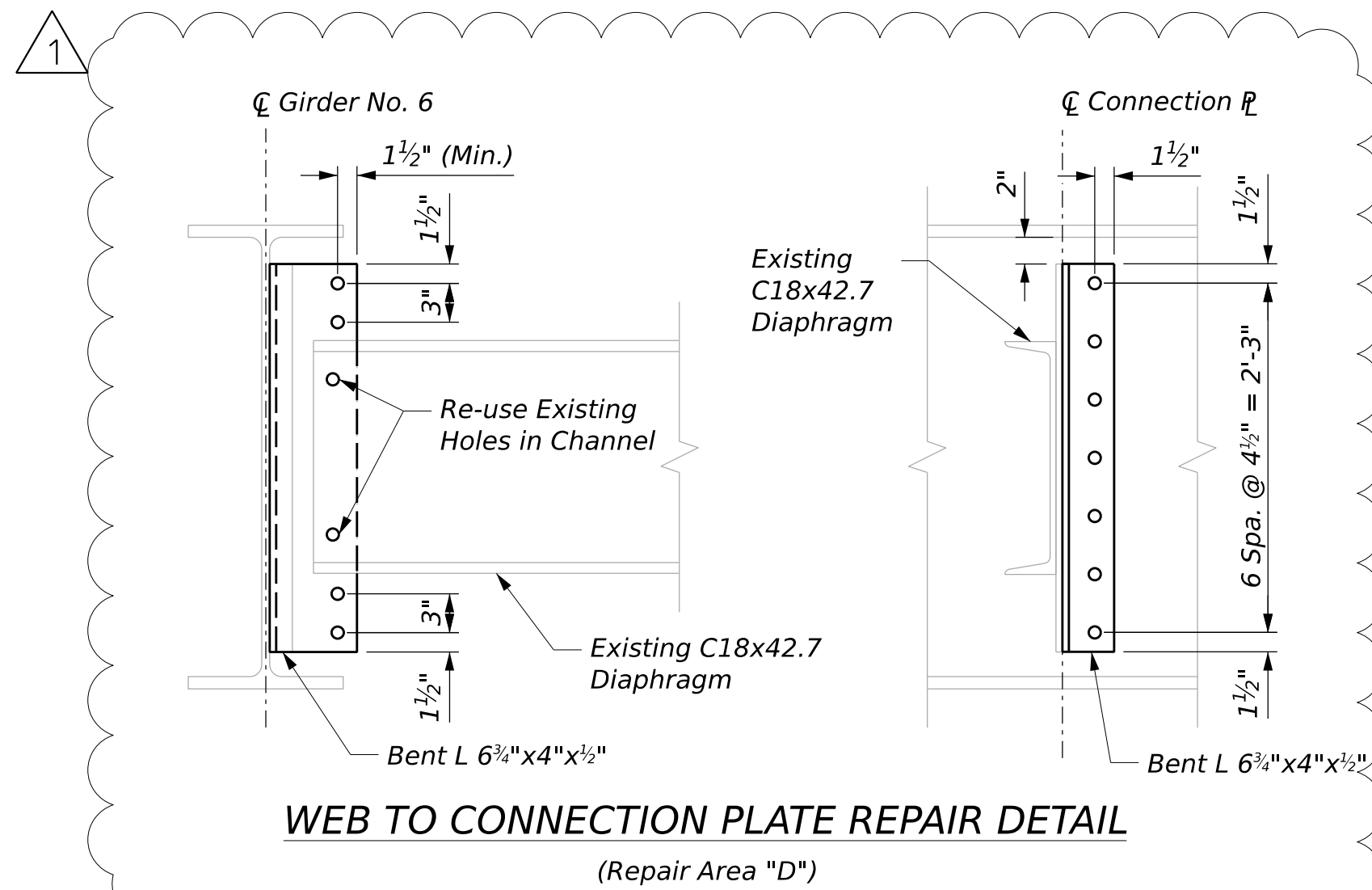
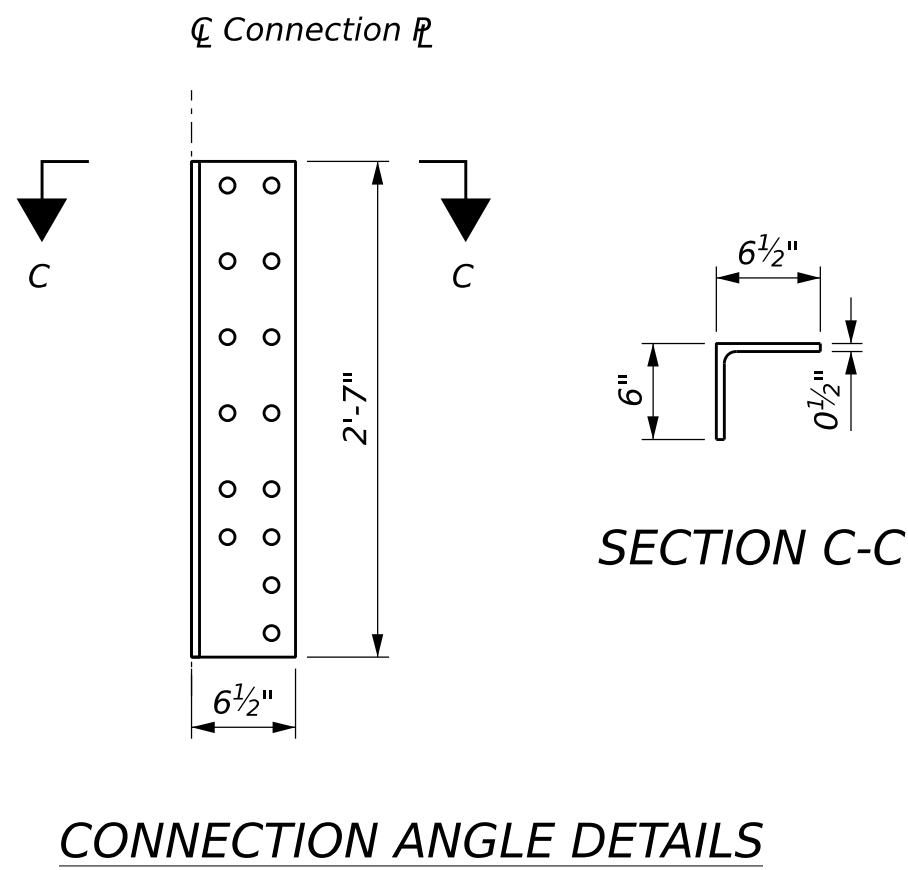
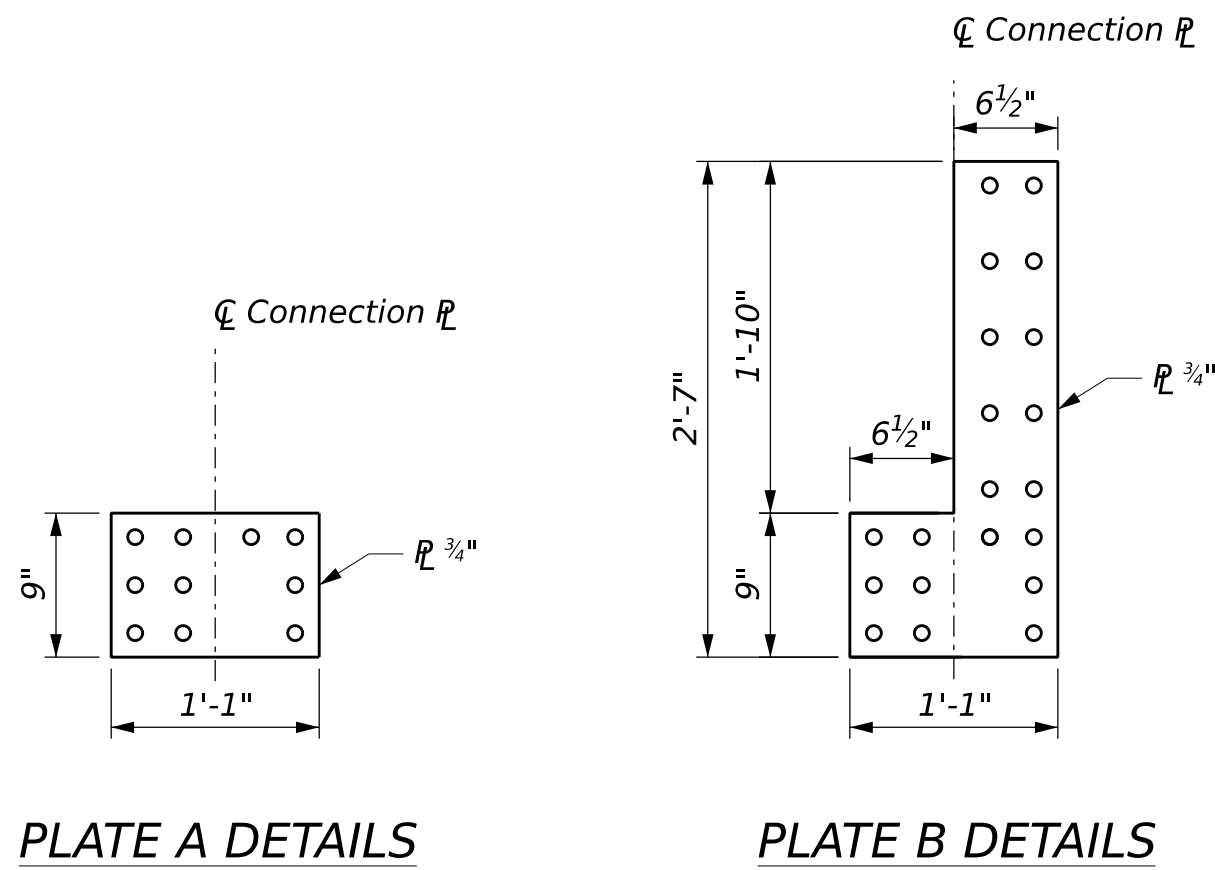
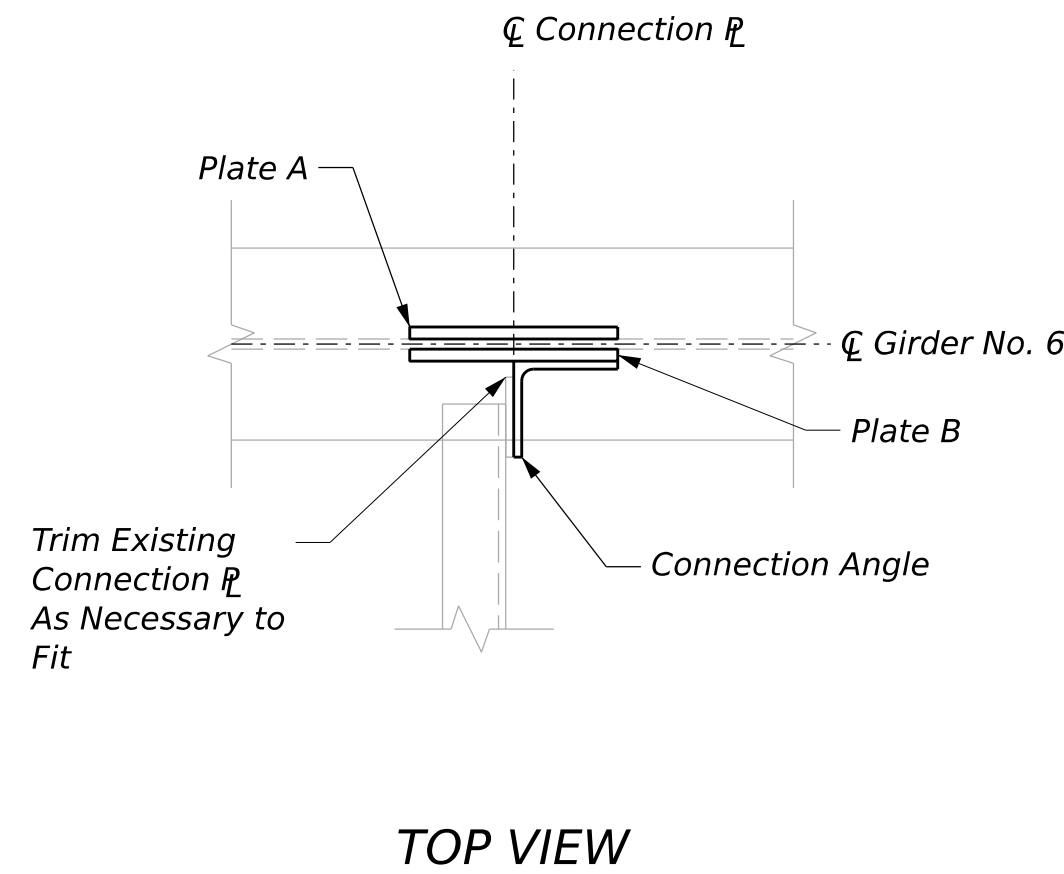
REPAIR AREA "D" NOTES:

1. Repair Area "D" shall be repaired in accordance with Repair Area "A" and "B" Notes 1, 5 through 10, and 12.

2. The Contractor may substitute a L7x4x $\frac{1}{2}$ " for the connection angle.



WEB PLATE DETAILS
(Repair Area "B")



SPECIAL PROVISION
SECTION 504
STRUCTURAL STEEL
(Repair of Damaged Girders)

This section has been amended to include the following.

504.01 Description The following paragraphs are added:

This work includes structural steel repairs to the existing north fascia girder in Span No. 2 at the Specialist Wade A. Slack Memorial Bridge over Main Street in Waterville.

The girder is a 36WF150 rolled section with a 10.5" x 5/8" thick cover plate welded to the bottom flange and is composite with the concrete deck. Girder 6, the north fascia girder in Span No. 2, shall be repaired as shown on the Plans.

The work shall be done in accordance with Standard Specification 504 Structural Steel, Special Provision 504 Structural Steel (Heat Straightening of Damaged Structural Steel), Special Provision 506 Shop Applied Protective Coating – Steel (Field Painting, New and Existing Steel with Zinc Rich Coating System), and Special Provision 524 Temporary Structural Support.

504.031 Submittals The following section is added:

The Contractor shall develop an Inspection Plan identifying the company and/or persons and techniques used to inspect the girder for damage following heat straightening. Personnel shall be trained in the inspection techniques utilized. The Inspection Plan shall identify areas to be tested and techniques used in each area. Magnetic Particle testing shall be used to identify limits of cracks and tears at Repair Areas "A" and "B".

Submittals described herein shall be provided for approval a minimum 15 calendar days before commencement of inspection activities.

504.551 Steel Beam Repair The following section is added:

The Contractor shall not be permitted to start any of the beam repairs, unless otherwise noted, until heat straightening is completed to the satisfaction of the Resident. The following outlines a suggested sequence of work for steel repairs. Prior to any repair work, traffic control devices shall be installed on I-95 Southbound and Main Street. Additionally, temporary structural supports shall be installed in accordance with Special Provision 524 and traffic control devices on Main Street updated following heat straightening but prior to commencement of repair work.

a. Girder Crack Repair Procedure (Repair Area “A”)

1. Remove the paint system in the vicinity of the repairs as indicated on the Plans in accordance with Special Provision 506, if not previously removed for heat straightening.
2. Magnetic particle testing shall be completed to identify the limits of the crack in the girder, including the tip of the crack as shown in the approved Inspection Plan.
3. Jack the girder to a neutral (unloaded state).
4. Drill a 1½” diameter crack arrest hole centered at the tip of the crack with a carbide-tipped or high-speed annular cutter. Flame-cut holes are not permitted.
5. Grind edges of the crack arrest hole smooth to an ANSI roughness of 500 or less.
6. Repeat magnetic particle testing to ensure the crack tip was entirely captured within the crack arrest hole. If the testing shows that the crack tip was not removed by the crack arrest hole the Engineer shall be contacted before proceeding.
7. Field drill holes for the web and flange splice and install splice plates in accordance with the Plans and Standard Specification 504.
8. Areas of paint removal and girder repair shall be painted in accordance with Special Provision 506.
9. Any areas where the crack is exposed shall be coated a polyurethane or silicone sealant listed on the MaineDOT Qualified Products List.

b. Web Tear Repair (Repair Area “B”)

1. The Contractor shall field measure the location of the existing diaphragm and connection plate.
2. The paint system in the vicinity of the repair shall be removed as indicated on the Plans in accordance with Special Provision 506.
3. Remove the connection plate at Girder No. 6 while leaving the diaphragm and connection plate attached at Girder No. 7.
4. The web shall be ground flush in the vicinity of the removed connection plate.
5. Magnetic particle testing shall be completed in the areas of the removed weld to test for cracking and at the web tear to identify its limits. Any cracks, other than the tear in the web, shall be repaired in accordance with AWS D1.5. Testing and any necessary repair procedures shall be included in the Inspection Plan.

6. Drill 1½" diameter crack arrest holes centered at each tip of the web tear with a carbide-tipped or high-speed annular cutter. Flame-cut holes are not permitted.
 7. Grind edges of the crack arrest hole smooth to an ANSI roughness of 500 or less.
 8. Repeat magnetic particle testing to ensure the crack tips were entirely captured within the crack arrest hole. If the testing shows that the crack tip was not removed by the crack arrest hole the Engineer shall be contacted before proceeding.
 9. Field drill holes and install steel plating in accordance with the Plans and Standard Specification 504.
 10. Re-connect the diaphragm in accordance with the Plans.
 11. Areas of paint removal shall be painted in accordance with Special Provision 506.
- c. Gouge Repair (Repair Area "C")
1. Remove the paint system in the vicinity of the repairs as indicated on the Plans.
 2. Nicks, gouges and scrapes more than 1/16" in depth shall be ground out with a 10:1 fairing slope. Repairs that require removal of more than 1/8" of the thickness of a cross-sectional element require the approval of the Resident. Any cracks discovered before or during the repair shall be brought to the attention of the Resident. Final grinding shall be done in the longitudinal direction of the beam.
 3. Magnetic particle testing and visual inspection shall be completed on any gouge repair areas to ensure no cracks remain prior to painting. Any cracks shall be repaired in accordance with AWS D1.5. Testing and any necessary repair procedures shall be included in the Inspection Plan
 4. Areas of paint removal and girder repair shall be painted in accordance with Special Provision 506.
- d. Web to Connection Plate Repair (Repair Area "D")
1. The Contractor shall field measure the location of the existing diaphragm and connection plate.
 2. The paint system in the vicinity of the repair shall be removed as indicated on the Plans and in accordance with Special Provision 506.
 3. Remove the connection plate connection from Girder No. 6 while leaving the diaphragm and connection plate attached at Girder No. 7.
 4. The web shall be ground flush in the vicinity of the removed connection plate.

5. Magnetic particle testing shall be completed in the areas of the removed weld to test for cracking . Any cracks shall be repaired in accordance with AWS D1.5. Testing and any necessary repair procedures shall be included in the Inspection Plan.
6. Re-connect the diaphragm in accordance with the Plans.
7. Areas of paint removal shall be painted in accordance with Special Provision 506.

504.65 Method of Measurement This subsection has been amended to include:

Structural Steel Repairs will be measured for payment as one lump sum.

The removal and application of protective coatings will be measured for payment in accordance with Special Provision 506.

The design, fabrication, erection, operation, maintenance, and removal of the temporary structural supports will be measured for payment in accordance with Special Provision 524, Temporary Structural Supports.

504.66 Basis of Payment This subsection has been amended to include the following:

The Lump Sum payment for Structural Steel Repairs will be full compensation for all materials, equipment, labor and incidentals, including, but not necessarily limited to: fabricating and installing steel repairs; non-destructive weld testing; non-destructive testing for crack assessments, temporary lighting; the collection of field measurements and data necessary to complete the work; grinding; and all other incidental materials, tools, equipment and labor necessary to satisfactorily complete the work in accordance with the Plans and these Specifications.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
504.8120 Structural Steel Repair	Lump Sum

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **Maine Department of Transportation** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration** (herein referred to as "FHWA" is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.2(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Maine Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds,

leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - A. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, **Maine Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA's** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA** or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maine Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **FHWA Programs**. This ASSURANCE is binding on the State of Maine, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the **FHWA Programs**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Maine Department of Transportation
Dale F. Doughty, Commissioner
(Name of Recipient)

By: 
(Signature of Authorized Official)

Dated: 9-17-26

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Aviation Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA** as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Maine Department of Transportation** will accept title to the lands and maintain the project constructed thereon in accordance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), the Regulations for the Administration of **Federal Aviation Administration (FHWA) Program**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Maine Department of Transportation** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Maine Department of Transportation** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Maine Department of Transportation**, its successors and assigns.

The **Maine Department of Transportation**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **Maine Department of Transportation** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation

and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Maine Department of Transportation** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Maine Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Maine Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Maine Department of Transportation** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will there upon revert to and vest in and become the absolute property of **Maine Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to
-ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at
74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you
from discriminating because of sex in education programs or activities (20 U.S.C.
1681 et seq).