



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

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

May 19, 2025  
Subject: Pavement Milling  
WIN: 018793.00 & 028346.00  
Location: **Rockland & Rockport**  
**Amendment No. 3**

Dear Sir/Ms.:

In the project Bid Book please make the following changes:

**REMOVE** pages 23 thru 30, "CONTRACT AGREEMENT, OFFER & AWARD" dated 04/15/2025 and **REPLACE** with the attached revised "CONTRACT AGREEMENT, OFFER & AWARD", 8 pages, dated 05/19/2025.

**REMOVE** page 97, "SPECIAL PROVISION SECTION 107-PROSECUTION AND PROGRESS" dated 04/15/2025 and **REPLACE** with the attached revised "SPECIAL PROVISION SECTION 107-PROSECUTION AND PROGRESS", 1 page, dated 05/19/2025.

**REMOVE** page 179, "SPECIAL PROVISION SECTION 643 TRAFFIC SIGNALS" dated 03/27/2025 and **REPLACE** with the attached revised "SPECIAL PROVISION SECTION 643 TRAFFIC SIGNALS", 1 page, dated 05/19/2025.

The following questions were received:

**Question:** The plan sheets provided say "of 7" but sheets 2 and 4 are missing. Is there information on these sheets that can be supplied?

**Response:** The planset supplied at one point included work at Maverick Street. The Department has since funded a different project to address that intersection

**Question:** At the Waldo Ave intersection, direction is to install new M-stretch cabinet on new pole. Should this be to the ATC spec?

**Response:** This should be to the ATC specifications, please make the change in pen and ink.

**Question:** Also at Waldo Ave, it directs us to move all necessary hardware to the new M-stretch cabinet, including terminals and wiring. Please confirm that no new wiring or components are requested. Will bench or field testing be required for the system once rebuilt on site?

**Response:** No new wiring or components are anticipated. Field testing will be required.

**Question:** Gridsmart is not the only 360 degree camera currently accepted by DOT. Is this project limited due to local preference?

**Response:** In pen and ink, please **remove** all reference specific to Gridsmart. Please see Special Provisions 643.

**Question:** What is the City's traffic signal management system composed of? Is communication done by fiber, twisted pair or cellular? What software and version is compatible?

**Response:** No new wiring or components are anticipated. Field testing will be required.

**Question:** For the detection is the mounting arm with a 90 degree bend intended to be the shepherd's hook style commonly used for 360 degree views?

**Response:** A shepherd's hook style is acceptable.

**Question:** At Harbor Plaza intersection, can the cable connection from the detection to the existing cabinet be made aerially and through existing conduit, rather than excavating and installing new conduit?

**Response:** Yes

**Question:** Please specify where the new R10-11 sign it to be installed.

**Response:** The planset supplied at one point included work at Maverick Street. The Department has since funded a different project to address that intersection. Please disregard reference to R10-11 signage.

**Question:** Note 1 on sheet 3 mentions improvements at Maverick St and Route 1. Is there a plan sheet detailing these?

**Response:** The planset supplied at one point included work at Maverick Street. The Department has since funded a different project to address that intersection

**Question:** Notes 7-9 specifies pedestrian signal and pushbutton improvements. Where are these improvements being made? The plan sheets defer to the City to complete this work.

**Response:** Work will be completed by others.

**Question:** There are only 60 working days on this contract with consideration to the fact the utilities alone need 30 plus days for adjustments and 40+ side road impacts would the department please re-visit and consider adding working days to the contract.

**Response:** Please see revised Special Provisions 107

**Question:** Would the department consider pushing the contract start date to July 28TH?

**Response:** Please see revised Special Provisions 107 with a start date no later than July 14<sup>th</sup>.

Consider these changes and information prior to submitting your bid on **May 21, 2025**.

Sincerely,



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

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WINs 18793.00 & 28346.00 for the Pavement Milling, Hot Mix Asphalt Overlay, with Drainage and Safety Improvements in the Town of Rockport and the City of Rockland, County of Knox, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### B. **Time.**

The Contractor agrees to complete all Work, except warranty work, within **94** Working Days. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

**Section 1 \$** \_\_\_\_\_

**Section 2 \$** \_\_\_\_\_

**Section 3 \$** \_\_\_\_\_

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WINs 18793.00 & 28346.00 for the Pavement Milling, Hot Mix Asphalt Overlay, with Drainage and Safety Improvements in the Town of Rockport and the City of Rockland, County of Knox**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

**Section 1**

**Section 2**

**Section 3**

**Contract Amount:** \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Bruce A. Van Note, Commissioner

\_\_\_\_\_

Witness

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The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

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The Contractor agrees to complete all Work, except warranty work, within **94** Working Days. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

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1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
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As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

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IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

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Date

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(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

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**Contract Amount:** \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Bruce A. Van Note, Commissioner

\_\_\_\_\_

Witness

**SPECIAL PROVISION**  
**SECTION 107**  
**PROSECUTION AND PROGRESS**  
**(Contract Time – Working Days)**

This Contract shall be completed within **94** working days. The Contractor may begin work anytime on or after **April 15, 2024** in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. Time charge will commence on the start date or no later than **July 14, 2025**, whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date **and no later than June 30th**, the Contractor shall submit an **electronic copy of their signed request to begin work and the Begin Construction Date**. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **[Shawn.Smith@Maine.gov](mailto:Shawn.Smith@Maine.gov)**, **[Kyle.MacDonald@Maine.gov](mailto:Kyle.MacDonald@Maine.gov)** and **[Scott.Bickford@Maine.gov](mailto:Scott.Bickford@Maine.gov)**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the submitted schedule of work within 2 calendar days of the schedule of work submittal. **A penalty in the amount of \$500/day will be assessed for each calendar day or partial calendar day beyond May 12<sup>th</sup> that the schedule of work is not received.** Upon receipt of the schedule of work, a pre-construction meeting will be scheduled.

The Contractor may request to adjust the submitted schedule of work and Begin Construction Date once after the initial submittal. The Department will allow adjustments in the Begin Construction Date of up to **seven calendar days** if the request is made at least **21 calendar days** prior to the updated Begin Construction Date. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **[Shawn.Smith@Maine.gov](mailto:Shawn.Smith@Maine.gov)**, **[Kyle.MacDonald@Maine.gov](mailto:Kyle.MacDonald@Maine.gov)** and **[Scott.Bickford@Maine.gov](mailto:Scott.Bickford@Maine.gov)**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the updated schedule of work within 2 calendar days of the request to adjust the Begin Construction Date.

The Contractor shall stop all work and have all lanes open and in a safe operating condition to traffic on the following dates:

- **Friday, May 23, 2025 at 12:00 pm (noontime) until Tuesday, May 27, 2025 at 6:00 am due to Memorial Day.**
- **Thursday, July 3, 2025 at 12:00 pm (noontime) until Sunday, July 6, 2025 at 6:00 pm due to Independence Day.**
- **Friday, July 11, 2025 at 6:00 pm until Sunday, July 13, 2025 at 6:00 pm due to Blues Festival.**
- **Wednesday, July 30, 2025 at 6:00 am until Sunday, August 3, 2025 at 6:00 pm due to Maine Lobster Festival**
- **Friday, August 8, 2025 at 6:00 am until Sunday, August 10, 2025 at 6:00 pm due to Maine Boats, Homes, and Harbors.**
- **Friday, August 29, 2025 at 12:00 pm (noontime) until Tuesday, September 2, 2025 at 6:00 am due to Labor Day.**

**SPECIAL PROVISION**  
**SECTION 643**  
**TRAFFIC SIGNALS**

643.01 Description. This item shall consist of modifying existing traffic signal systems including all necessary fittings and mounting hardware at the locations shown on the plans or as indicated by the Maine Department of Transportation (MaineDOT). The use of 360 degree or fisheye cameras is anticipated for detection. If these cameras are used, two cameras are required. All equipment locations and detection areas shall be field verified by the Resident.

643.02 General All material furnished by the Contractor shall be new unless otherwise specified.

All electrical equipment shall conform to National Electrical Manufacturers Association (NEMA), UL, or EIA standards, wherever applicable. In addition, all materials and workmanship shall conform to the requirements of the Nexcom (NEX), the local electrical Utility Company, and all local ordinances, which may apply.

643.021 Materials The Contractor shall furnish and install a TRAFFIC SIGNAL MODIFICATION system that detects vehicles on a roadway by processing images sent from an IP based sensor to an interface board with detector outputs that can be received by the traffic signal controller.

The traffic signal system shall include equipment meeting the following requirements:

1. These IP based traffic sensors shall be installed at the locations shown on the plans and in accordance with these specifications.
2. All remote communications for the system shall be routed electronically, and IP based to the Field Monitoring Unit (FMU) or the Fiber Ethernet Switch; the use of a separate cellular modem/data connection shall not be allowed.
3. No additional hardware, software items and/or subscription fees/costs shall be needed/allowed to satisfy the requirements as defined in these specifications.
4. All traffic signal system units supplied by the Contractor as part of this project shall be from the same manufacturer and be the identical make/model and firmware revision.

The traffic signal system shall be non-intrusive (i.e. above ground) and shall consist of:

1. Mounting brackets
2. IP based Traffic sensor and detection module (radar shall provide IP cabinet

The traffic signal system, at a minimum, shall:

1. Collect and store volume, speed, and classification of all vehicle types as well as bicycles and pedestrians

2. Provide stop bar detection
3. Be ATCC 5301 v02 compatible 1v.
4. Be ATC 5201 v06 compatible
5. Provide Turning Movement counts through either manufactures' software or as inputs into the MaineDOT Central Management Software (CMS)
6. Provide remote access to digital video stream
7. Support remote configuration
8. Shall be connected to FMU switchable power outlet

The traffic signal system shall be connected, via Ethernet, to the Fiber Ethernet switch or FMU in each Advanced Transportation Controller Cabinet (ATCC), and to the cloud-based video management server over the cellular modem.

If the ATCC is supplied with a Fiber Ethernet Switch and connected to the existing City fiber network, the Contractor shall establish a Virtual Private Network (VPN) communication pathway with input from the City IT department to allow for remote monitoring and control.

As a minimum, the traffic signal system shall be supplied and installed with the following functionality:

1. Shall have the capability of remotely displaying live video streams and/or live radar telemetry from all IP video/radar detection units installed at the intersections. The setup of detection zones shall be available via remote access. The system shall log which user made any changes to the detection zone configurations.
2. Shall support communication of Telemetry Data, Video Data, Alert Data, and Vehicle Identification Data to the Server via the Communication Service.
3. Shall be connected to the Ethernet Switch and/or the FMU in each ATCC.
4. Shall acquire and record phase, channel, detector, pedestrian detector, pre-emption, alarm and overlap statuses at a frequency of no less than 10 times per second including whether a phase is next or has a call for service on it.
5. Shall consist of an traffic signal system at all project intersections, as shown in the Plans.
6. Video detection shall consist of an IP based camera assembly and a digital video detection system. Analog cameras with separate video encoders shall not be allowed.
7. Radar detection shall consist of a radar sensor and IP cabinet interface device.
8. Every vehicular approach at every project intersection shall be included in the vehicle detection system, as shown in the Plans.
9. Shall be supplied with the ability to automatically collect and process data based on the classification of vehicles.

10. Shall provide 24/7 turning movement count reports at no additional costs to MaineDOT for the life of the product.
11. Shall be connected to the in-cabinet high speed communications bus (SIU) within the controller cabinet.
12. Shall transmit detector data to the controller unit via the in-cabinet high speed communications bus (SIU) within the controller cabinet.
13. Shall be installed in the ATCC such that traffic signal is electrically powered via one of the switchable duplex outlets provided on the FMU. This configuration shall allow MaineDOT to power cycle and reset the traffic signal, via remote FMU control (outlet power), in the event that the detection unit locks up.

643.031 Construction Requirements. The Contractor shall be responsible for furnishing all training, labor, materials, cables, connectors, tools, equipment, shipping and incidental items necessary to complete the installation and make the traffic signal system fully operational.

Installation of the traffic signal system shall include the installation of any and all associated equipment including, but not limited to, the following:

1. Detector Assembly with Integrated Machine Vision Processor. The Contractor shall furnish one assembly per applicable approach and/or a signal device for all approaches, the minimum needed to provide adequate detection for all vehicle approaches.
2. Detector Communications Interface Panel. The Contractor shall furnish one detector communications interface panel per cabinet.
3. Detector Cable. The Contractor shall furnish the specified cable type, all connectors, sealing tape and incidental work necessary to complete the installation of the connector cable between the detector assembly and the interface panel.
4. Mounting Brackets and Ancillary Equipment and Labor. The Contractor shall furnish detector mounting brackets and all associated equipment labor, materials, and incidental work necessary to attach the detector assemblies to a mast arm or extension bracket, complete the installation and make the traffic signal system fully operational.

The Contractor shall install the traffic signal system software on any number of computers/systems as required by MaineDOT to allow visual confirmation of the detection zones as shown on the plans. All equipment shall be installed and wired in a neat and orderly manner in conformance with the manufacturer's instructions. The

detector assembly(s) shall be affixed to the support structure in accordance with the manufacturer's instructions to provide the optimal field of detection.

643.032 Locational Requirements The non-invasive stop bar vehicle detection zones shown on the plans confirm approach only. Final detection zones shall be located in the field and approved by MaineDOT and/or Engineer. The contractor may be required to adjust and readjust the location of existing and proposed vehicle detection zones in the presence of the Engineer, at no additional cost, to properly set the detection areas.

643.14 Field Testing The installation will be considered complete when the Contractor shows that the system has successfully and consistently placed a call to the Advanced Transportation Controller (ATC) and extend the appropriate phase based on a vehicle detected in the detection zone. In addition, the completed installation shall provide remote access to the system via MaineDOT control and/or the cloud-based CMS.

643.18 Method of Measurement The traffic signal system will be measured for payment as one lump sum system fully installed and operational for all approaches of the intersection. All items, equipment, labor and incidentals required to create a fully functional system will be considered incidental to the cost of this item. Units shall be pre-approved or unconditionally warranted for at least 3 years from factory purchase and certified to comply with the product's published specification by an independent laboratory.

643.19 Basis of Payment. Payment will be full compensation for furnishing, transporting, handling, installing and testing the materials and equipment specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Pay Item

643.71 Traffic Signal Modification: U.S. Route 1, Home Depot/Harbor Freight

643.71 Traffic Signal Modification: U.S. Route 1, Waldo Ave

643.71 Traffic Signal Modification: U.S. Route 1, Harbor Plaza

Pay Unit

Lump Sum