# TRAFFIC CONTROL AGREEMENT (SAMPLE)

AGREEMENT BETWEEN THE

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

AND THE

CITY / TOWN OF

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***FEDERAL AID PROJECT NO.\_\_\_\_\_\_\_***

***AGREEMENT NO. \_\_\_\_\_\_\_***

## Introduction

AGREEMENT, made this day of , 202X, by and between The Massachusetts Department of Transportation, hereinafter called **"MASSDOT"**, and the CITY/TOWN of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the **"CITY/TOWN”,** pursuant to the provisions of Title 23, Sections 109(d) and 116, of the United States Code and in accordance with the official standards of MASSDOT, which have been adopted in conformity with the provisions and recommendations of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Department of Transportation, Federal Highway Administration, hereinafter called **"STANDARDS"**.

WHEREAS, MASSDOT and the CITY/TOWN have agreed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being in whole or in part a city way, has qualified to participate in the Federal Aid Program with the work being financed in part by the Federal Government; and WHEREAS, the United States Government, through its Department of Transportation, Federal Highway Administration, requires that the project area upon completion will be operated and maintained in an adequate manner; and

WHEREAS, the CITY/TOWN approves the proposed plans for the improvements and upon completion of the project will be the responsibility of the CITY/TOWN.

NOW, THEREFORE, in consideration thereof, the CITY/TOWN hereby agrees to conform to the following provisions:

## General Provisions

1. All information, regulatory or warning signs, all traffic control signals, flashing beacons, traffic islands or other traffic control devices and all pavement or other markings within the ways located in the project area shall be designed, located and operated in accordance with the STANDARDS of MASSDOT for such devices.
2. The Police Department of the CITY/TOWN is the enforcement agency for traffic regulations established in accordance with this Agreement and the traffic devices installed in connection therewith.
3. Signed, dated and attested copies of amendments to the CITY/TOWN traffic ordinances necessary for the enforcement of any specific provisions will be forwarded forthwith by the CITY/TOWN to MASSDOT.

## Specific Provisions

The following provisions are examples of possible temporary restrictions that need implementation during the construction of roadway projects.

1. **NO PARKING ANY TIME**
2. **NO PARKING-BUS STOP-TOW ZONE**
3. **STOP SIGNS**
4. **LEFT TURN YIELD ON GREEN**
5. **DO NOT ENTER**
6. **NO RIGHT TURN**
7. **NO LEFT TURN**
8. **NO TURN ON RED**
9. **LEFT LANE MUST TURN LEFT**
10. **RIGHT LANE MUST TURN RIGHT**
11. **KEEP RIGHT**
12. **ONE WAY (DO NOT ENTER)**
13. **YIELD CONTROL**

## Access and Egress

Within the limits of the Federal Aid Project, neither additional driveways (residential or commercial) nor relocation or alteration of existing driveways shall be permitted unless they are in conformance with MASSDOT STANDARDS and receive prior written approval from MASSDOT.

## Traffic Islands

Traffic islands or median islands and traffic devices thereon are not to be installed, altered or removed without the prior written approval of MASSDOT. Parking is prohibited on and adjacent to all traffic islands and median islands within the Federal Aid Project area.

## Traffic Control Signals

1. Traffic Control Signals shall be operated in strict accordance with the requirements of the applicable permit.
2. Changes in the operation of the traffic control signals located in the Federal Aid Project area are not to be made without the prior written approval of MASSDOT.
3. Traffic Control Signals, the operation of which is pertinent to the Federal Aid Project area covered by this Agreement, will be installed to control traffic as shown on the plans for this Federal Aid Project. All power charges for the operation of the installation will be the responsibility of the CITY/TOWN as well as charges for maintenance and control. The traffic control signals listed below will be under the ownership and control of the CITY/TOWN.

*LIST INTERSECTIONS HERE*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Miscellaneous

Traffic Controls or regulations instituted whether by the MASSDOT or the CITY/TOWN on ways or parts thereof within the Federal Aid Project are to remain in force and effect until proposed future changes have been approved in writing by the MASSDOT.

MASSDOT will not approve any future proposed traffic control changes within the Federal Aid Project which will in the opinion of MASSDOT, lessen to any degree the efficient utilization of the highway for traffic purposes.

## Maintenance

The CITY/TOWN, in accordance with the provisions of Sections 109(d) and 116 of Title 23 USC, will properly maintain the way and all traffic control devices and pavement markings under the control of the CITY/TOWN within the project area. This obligation includes features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities. This requirement does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

## Penalty

Continued and willful failure on the part of the CITY/TOWN to fulfill its responsibility in the proper maintenance and operation and the enforcement of the traffic regulations of the completed project, may disqualify the CITY/TOWN from participation in future Federal Aid Projects in which the CITY/TOWN has maintenance responsibility, as provided in Title 23 USC.

Such failure may result in the withholding or withdrawal of the unexpended balance of any funds assigned to the CITY/TOWN, under the provisions of Chapter 90, Section 34, of the Massachusetts General Laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written.

**CITY/TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_ MASSACHUSETTS DEPARTMENT OF**

**TRANSPORTATION**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MAYOR HIGHWAY ADMINISTRATOR**

**LEGAL CERTIFICATION**

This will certify that the City/Town has complied with all applicable State Laws and its By-Laws and Ordinances as they apply to this Agreement and that this Agreement is a valid, binding Agreement with the City/Town.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY SOLICITOR**

**CERTIFICATE OF SIGNATORY**

This will certify that the below named individuals are duly authorized and empowered to execute and deliver this Agreement on behalf of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**NAME** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **TITLE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **ATTEST** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOWN CLERK**

**NAME** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_