

**MUNICIPAL AGREEMENT  
FOR  
STATE PROJECT NAME  
STATE PROJECT: STATE PROJECT NUMBER  
FEDERAL PROJECT: FEDERAL PROJECT NUMBER**

THIS AGREEMENT, executed in *duplicate*, made, and entered into this \_\_\_\_ day of \_\_\_\_\_, 20##, between the New Hampshire Department of Transportation, hereinafter called the “DEPARTMENT” and the City/Town of *CITY/TOWN* hereinafter called the “*CITY/TOWN*”.

WITNESSETH that,

WHEREAS, the DEPARTMENT will be *SCOPE OF WORK*;

WHEREAS, DEPARTMENT maintenance forces, by policy and practice, do not maintain landscaping;

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct project *STATE PROJECT NAME STATE PROJECT NUMBER, SCOPE OF WORK*. All work associated with construction of these facilities will be in accordance with DEPARTMENT specifications.
- B. The DEPARTMENT has discussed and coordinated the proposed landscaping plan with the CITY/TOWN. The CITY/TOWN has accepted the proposed landscaping plan.
- C. The CITY/TOWN shall provide or cause to provide, at its own cost and expense, for the future maintenance of the landscaping indicated above, once the work under this AGREEMENT is completed. This includes mulching of planting beds and all trimming and pruning as required by the CITY/TOWN. Should operational adjustments be necessary, the CITY/TOWN agrees that no changes will be made without prior approval of the DEPARTMENT.
- D. The DEPARTMENT will be responsible for the maintenance of the landscaping throughout the duration of the construction project, but no less than a minimum of one year after the landscape plantings have been completed. All work associated with the proposed landscaping will be in accordance with DEPARTMENT specifications.
- E. The DEPARTMENT maintains the rights to disturb or remove landscaping or portions thereof if deemed necessary for maintenance or reconstruction of the roadway and/or appurtenances. In addition, if the CITY/TOWN does not, after written notice to the CITY/TOWN by the DEPARTMENT, perform the needed maintenance to the landscaped areas, the DEPARTMENT may elect to terminate

this agreement and remove some or all of the landscaped areas. This shall be the sole remedy of the DEPARTMENT.

It is further understood and agreed between the DEPARTMENT and the CITY/TOWN that neither the DEPARTMENT, nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the CITY/TOWN under this Agreement.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the CITY/TOWN of *CITY/TOWN*, New Hampshire, on this \_\_\_\_ day of \_\_\_\_\_, 20##, and the Department of Transportation on this \_\_\_\_ day of \_\_\_\_\_, 20##.

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**

**CITY/TOWN OF [*CITY/TOWN*]**

By: \_\_\_\_\_  
COMMISSIONER

By: \_\_\_\_\_  
Chairman of the Selectmen

\_\_\_\_\_  
Selectmen

\_\_\_\_\_  
Selectmen

\_\_\_\_\_  
Selectmen