

**INFRASTRUCTURE IMPROVEMENTS
AGREEMENT
(Procedure C)**

FIGURE 13

**AGREEMENT TO CONSTRUCT
PUBLIC IMPROVEMENTS BY CITY CONTRACT**

THIS AGREEMENT is made this (Date) _____ 20_____, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and _____ ("Developer"), a _____, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] _____, whose address is _____ (City) _____, (State) _____ (Zip Code) _____ and whose telephone number is _____, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer owns certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [describe:] _____

_____ ("Developer's Property"). The Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in Developer's Property to the present owner] _____ ("Owner").

Developer's Property will benefit from the construction of certain improvements detailed below, which will be located on public right-of-way, and the City is willing to construct those improvements with the participation of the Developer.

Therefore, the City and the Developer agree:

2. Improvements. The City agrees to install and complete the following public improvements, identified as Project No. _____:

_____ ("Improvements").

3. Developer's Estimated Cost. The Developer's share has been determined to be _____ (\$_____) ("Developer's Estimated Cost), as detailed in the attached City-approved estimate. Payment will be submitted with this Agreement.

4. Accounting and Adjustment. After the Improvements are completed, the City shall render an accounting to the Developer, and the following adjustment will be made between the Developer and the City;

If the Developer's Estimated Cost is less than the actual cost of the Developer's share of construction of the Improvements, the Developer will pay the difference to the City promptly and without additional demand by the City.

5. Payment. All payments will be made only in the following form: cash, certified check, cashier's check or other form of payment approved by the City in advance of execution of this Agreement.

If the Developer's Estimated Cost is more than the actual cost of the Developer's share of construction of the Improvements, the City will pay the difference to the Developer promptly and without additional demand by the Developer, by City check.

6. Change Orders. All change orders which are made to the Improvements and the amount by which the change order changes the obligation of the Developer must be established in writing signed by the City and the Developer, and the Developer must pay the City any resulting amount due before the change order work is begun.

7. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six days after the notice is mailed if there is no actual evidence of receipt.

8. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

9. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

10. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

11. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

12. Form not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.

13. Authority to Execute: If the Developer signing below is not the Owner of the Developer's Property, the City may require the Developer to provide the City with satisfactory proof of Developer's authority to execute this Agreement.

Executed on the date stated in the first paragraph of this Agreement.

DEVELOPER: _____

CITY OF ALBUQUERQUE:

By [signature]: _____

By: _____

Name [print]: _____

Shahab Biazar, P.E., City Engineer

Title: _____

Date: _____

Date: _____

DEVELOPER'S NOTARY

STATE OF NEW MEXICO)

)ss.

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this ____ day of _____, 20__ by [name(s) of person(s):] _____, [title or capacity, for instance, "President" or "Owner":] of _____ [Developer:].

(SEAL)

Notary Public
My Commission Expires: _____

CITY'S NOTARY

STATE OF NEW MEXICO)

)ss.

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this ____ day of _____, 20__ by Shahab Biazar, City Engineer, City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public
My Commission Expires: _____

[POWER OF ATTORNEY ATTACHED IF DEVELOPER IS NOT THE OWNER OF THE SUBDIVISION]