

**TRI-PARTY CONSTRUCTION AGREEMENT**

This TRI-PARTY CONSTRUCTION AGREEMENT (“Agreement”) made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_ (“General Contractor”), \_\_\_\_\_ (“Subcontractor”), and \_\_\_\_\_ (“Developer/Subdivider”) (hereinafter the “Parties”).

The Parties hereby agree as follows in connection with certain construction work and payment therefore with respect to labor and equipment to complete the infrastructure improvements at \_\_\_\_\_, Albuquerque, NM (“Work”), City of Albuquerque Project No. \_\_\_\_\_, located at \_\_\_\_\_ (address of project to be \_\_\_\_\_) being constructed by (Developer/Subdivider) \_\_\_\_\_ and (Subcontractor) \_\_\_\_\_ identified in a proposal dated \_\_\_\_\_ and more specifically shown on the attached Exhibit A, attached hereto (the “Contract”).

It is therefore agreed as follows:

1) (Developer/Subdivider) \_\_\_\_\_ agrees that this Agreement shall constitute a Contract between Subcontractor and Developer/Subdivider for construction of certain infrastructure improvements identified as City of Albuquerque Project No. \_\_\_\_\_.

2) (Subcontractor) \_\_\_\_\_ agrees to complete the Work for a total lump sum price of \$\_\_\_\_\_ (amount).

3) (General Contractor) \_\_\_\_\_ shall pay (Subcontractor) \_\_\_\_\_ for the Work upon completion, per terms and conditions of the Contract.

4) (Subcontractor) \_\_\_\_\_ hereby agrees that it shall not look to (Developer/Subdivider) \_\_\_\_\_ for payment of the above sum, and acknowledges that such work is within the scope of the Contract with (General Contractor) \_\_\_\_\_ and will look to (General Contractor) \_\_\_\_\_ for payment of the Work per the terms and conditions of the Contract.

5) This Agreement and Exhibit A constitutes the entire understanding of the Parties in connection with respect to the Work, and this Agreement may only be amended or modified in writing, signed by each of the Parties hereto.

WITNESS OUR HANDS AND SEALS:

GENERAL CONTRACTOR:  
[print name of General Contractor]  
\_\_\_\_\_

SUBCONTRACTOR:  
[print name of Subcontractor]  
\_\_\_\_\_

By [signature]: \_\_\_\_\_  
Name [print]: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By [signature]: \_\_\_\_\_  
Name [print]: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DEVELOPER/SUBDIVIDER:  
[print name of Developer/Subdivider]  
\_\_\_\_\_

By [signature]: \_\_\_\_\_  
Name [print]: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GENERAL CONTRACTOR'S NOTARY

STATE OF NEW MEXICO            )  
  )ss  
COUNTY OF BERNALILLO        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by name of person signing for General Contractor  
on behalf of name of General Contractor, its title of person signing.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SUBCONTRACTOR'S NOTARY

STATE OF NEW MEXICO            )  
  )ss  
COUNTY OF BERNALILLO        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by name of person signing for Subcontractor  
on behalf of name of Subcontractor, its title of person signing.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

DEVELOPER/SUBDIVIDER'S NOTARY

STATE OF NEW MEXICO            )  
  )ss  
COUNTY OF BERNALILLO        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by name of person signing for Developer/Subdivider  
on behalf of name of Developer/Subdivider, its title of person signing.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_