

# TECHNICAL AND PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. \_\_\_\_\_

THIS CONTRACT, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between San Juan College, herinafter called the "COLLEGE", and \_\_\_\_\_, herinafter called the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COLLEGE is advised by the CONTRACTOR and believes the CONTRACTOR is of such requisite character and qualifications, based upon representations of the CONTRACTOR, and is willing to engage the CONTRACTOR for professional services, in accordance with the terms and conditions hereinafter set out, and the CONTRACTOR understanding and consenting to the forgoing is willing to render such professional services as outlined in Section 1 below.

NOW THEREFORE, in consideration of the mutual and reciprocal promises of the parties hereto,

IT IS HEREBY covenanted and agreed by and between the parties:

1. The CONTRACTOR will render the following professional services to the COLLEGE:

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

2. The CONTRACTOR will render such services between \_\_\_\_\_ and \_\_\_\_\_

3. The services rendered by the CONTRACTOR shall be at the location of \_\_\_\_\_ or \_\_\_\_\_ as designated by the COLLEGE.

4. For the services rendered satisfactorily as per paragraphs one through three supra, the COLLEGE agrees to pay at these rates:

Compensation Rate:	\$ _____ per _____		= \$ _____
Per Diem:	\$ _____ /day for _____ days		= \$ _____
Mileage:	\$ .25/mile _____ miles		= \$ _____
Other Expenses:	\$ _____		= \$ _____
THE TOTAL AMOUNT of Contract not to exceed			\$ _____

5. CONTRACTOR will be paid \_\_\_\_\_ upon receipt of a proper invoice.

6. The CONTRACTOR will pay any necessary New Mexico Gross Receipt Taxes levied on the amounts payable under this Contract, and any such taxes are included in the fees detailed in Points 4 and 5.

7. Additional conditions are noted on the back of this AGREEMENT and must be acknowledged by CONTRACTORS' initials.

8. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

THE FOREGOING BEING CLEARLY UNDERSTOOD AND AGREED TO, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS.

CONTRACTOR	_____ Signature	_____ Name
Address	_____ City	_____ State      _____ Zip
_____ Federal I.D. No./Social Security No.	_____ New Mexico Gross Receipts Tax I.D. No.	

_____ Department Head/Grant Manager	Date	_____ Appropriate Vice President	Date
_____ Director of Purchasing	Date	_____ President/VP for Business Affairs	Date
_____ Fund	_____ Acct. No.	_____ Obj. Class	_____ Fund
	_____ Acct. No.	_____ Obj. Class	

- A. The CONTRACTOR affirms that none of firm's officers or employees is an immediate family member of a COLLEGE employee who participated directly or indirectly in the advertising, selection or awarding of this Contract as prohibited by State law and COLLEGE Policy 803.
- B. San Juan College employees cannot be considered a "CONTRACTOR" while working under a signed employment contract with the COLLEGE.
- C. The CONTRACTOR will devote the hours necessary to the performance of those duties established by this Contract.
- D. The CONTRACTOR will serve the COLLEGE diligently and faithfully, and according to his/her best ability and in all respects, will use his/her utmost endeavors to promote the interest of the COLLEGE.
- E. The CONTRACTOR will maintain records indicating date and length of time such services are rendered. These records shall be subject to inspection by a designated agent of the COLLEGE.
- F. The CONTRACTOR is an independent contractor performing professional services for the COLLEGE and is not an employee of the COLLEGE. The CONTRACTOR shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the COLLEGE as a result of this Contract, nor shall the CONTRACTOR be able to receive any worker's compensation coverage or payments from the COLLEGE. The CONTRACTOR agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If CONTRACTOR fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Contract may be canceled effective immediately.
- G. The terms of this Contract are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Contract. The COLLEGE'S decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.
- H. The CONTRACTOR shall personally perform all the services under this Contract and that he shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of the COLLEGE.
- I. Either party, independently or in concert, may terminate this Contract without cause by giving fifteen (15) days written notice to the other party. If the COLLEGE invokes this clause, the CONTRACTOR may be required to immediately terminate all work under this Contract.
- J. The CONTRACTOR shall submit any request for mileage reimbursement with the statement that the CONTRACTOR has not received reimbursement for these same miles from any other party.
- K. This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written Contract. No prior Contract or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.
- L. The CONTRACTOR must report to the Department Head or \_\_\_\_\_.
- M. CONTRACTOR shall be responsible for the payment of all taxes which may be due as a result of any payment made pursuant to this Contract. CONTRACTOR further agrees to indemnify and hold COLLEGE harmless from any and all liability which may arise should COLLEGE be assessed any tax or penalty arising from CONTRACTOR's failure to pay any taxes due as a result of payment pursuant to this Contract.

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Contractor's Initial