

**STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE**

BASIC AGREEMENT

THIS CONTRACT, entered into this _____ day of _____ 2007, by
and between the

STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE
THE WAYNE A. CAWLEY, JR., BUILDING
50 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MARYLAND 21401-8960

hereinafter ("Department"),

and

hereinafter ("Contractor").

WHEREAS, the Department has chosen the Contractor, and the Contractor has agreed to perform the work herein and be bound by the terms of this Contract;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained it is agreed by and between the parties hereto as follows:

ARTICLE I – NATURE OF CONTRACT:

This Contract is for services governed by the requirements of the State Finance and Procurement Article of the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations as applicable to service contracts.

ARTICLE II – TYPE OF CONTRACT:

Pursuant to COMAR 21.06.03, this Contract is designated as an Indefinite Cost Time and Materials contract.

ARTICLE III – PROCUREMENT METHOD:

Pursuant to COMAR 21.05, this Contract is being awarded by the following procurement method (check one):

- Competitive Sealed Bidding
- Competitive Negotiation
- Sole Source
- Other: _____

ARTICLE IV – SCOPE OF WORK:

The Contractor shall perform whole ash tree cutting, extraction and hauling as described in the Detailed Specifications entitled “**2007/2008 Landscape Ash Tree Removal for Emerald Ash Borer Eradication,**” prepared by Carol A. Holko, Chief, Plant Protection and Weed Control [(410) 841-5939], and shall do everything required by this Basic Agreement. The Contractor also shall conform to and do everything required by “Section One – General Terms and Conditions”, which together with the Basic Agreement and Detailed Specifications with Attachments, shall constitute and be referred to herein as “The Contract.”

The State has the unilateral right to order in writing changes in the work within the scope of the contract. (See Section One – Department of Agriculture Terms and Conditions – Article III).

ARTICLE V – COMPENSATION AND METHOD OF PAYMENT:

The services set forth above shall be performed during the term of the Contract as stated herein for fixed daily rate amounts per each combination of personnel and equipment as stated:

TOTAL CONTRACT NOT TO EXCEED: \$

The Contractor shall submit billing on a _____ (annual, quarterly, monthly, weekly, etc.) basis upon completion of any work in compliance with the attached Contract. A standard billing format shall be followed including, but not limited to the Contractor’s Federal Tax Identification Number of _____ or Social Security Number of ____-____-____. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State’s receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. A cost accounting practice will be followed in accordance with COMAR 21.09, and uniform practices of the profession as acceptable to the Department.

ARTICLE VI – TERM:

The term of this Contract shall be from _____ through _____. No service may be initiated under this Contract until the Contractor has been instructed to proceed by the Department.

ARTICLE VII – CONTRACT REPRESENTATIVES:

The following individuals shall have authority to act under this contract for their respective parties (name and address):

Department: _____

Contractor: _____

ARTICLE VIII – KEY PERSONNEL:

The Contractor agrees that the following named individuals are considered to be essential to the work being performed hereunder, and are designated as Key Personnel who shall be made available to the full extent required to carry out the work under this Contract:

Should any of these individuals become unavailable during the term of the Contract, the Contractor agrees to provide personnel of equivalent capability shall be assigned to the project.

ARTICLE IX – MERGER:

This Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Contract, by causing the same to be signed on the day and year first above written.

CONTRACTOR

Witness By _____
(Seal/Signature)

STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE

Witness By _____(Seal)

Approved as to form and legal sufficiency

This _____ day of _____ 2007.

Assistant Attorney General