

1.0 GENERAL

1.1 DEFINITIONS

- .1 “Assignable Contract” means a contract entered into by the Minister with a contractor other than this Contractor, the terms and conditions of which provide for the assignment of the contract to this Contractor.
- .2 “Nominated Subcontractor” means the contractor under the Assignable Contract who, upon assignment, will be a Subcontractor under this Contract.

1.2 ASSIGNABLE CONTRACTS AND NOMINATED SUBCONTRACTORS

- .1 Accept the following Assignable Contracts:
 - .1 Assignable Contract: [Project Name, Contract No. and Name]
Nominated Subcontractor:
[name]
[address]
[]
[]

Telephone: []
 - .2 Assignable Contract: [Project Name, Contract No. and Name]
Nominated Subcontractor:
[name]
[address]
[]
[]

Telephone: []

1.3 CONTRACTUAL RELATIONSHIPS

- .1 The Nominated Subcontractor has entered into a contract with the Minister for performance of an Assignable Contract.
- .2 This Contract includes the work of each Assignable Contract outlined in clause 1.2.
- .3 Contractual relationships will be as specified in Document 00535 – Assignment and Novation Agreement. The Nominated Subcontractor will become a Subcontractor to this Contractor.

1.4 ASSIGNMENT OF CONTRACT

- .1 Assignment will be effected by means of an Assignment and Novation Agreement between the Minister, the Contractor, and the Nominated Subcontractor.
- .2 Assignment will take place upon execution of the Assignment and Novation Agreement.
- .3 The Minister will give this Contractor and the Nominated Subcontractor at least 5 days notice in advance of the proposed effective date of assignment.

1.5 DOCUMENTS

- .1 The contract documents for the Assignable Contract are issued as Bid Documents for this Contract. Refer to Section 00200 - Instructions to Bidders.
- .2 Upon assignment, the contract documents for the Assignable Contract will become Contract Documents for this Contract.

1.6 SUBCONTRACT SECURITY

- .1 Each Nominated Subcontractor is required by the terms of the Assignable Contract to provide this Contractor, upon assignment, with security for performance of the Assignable Contract (the subcontract) and security for payment of claims.

1.7 CONTRACT TIME AND SCHEDULING

- .1 Refer to the contract documents for the Assignable Contract for contract time [work restriction and milestone date] provisions specified for the Assignable Contract.

OR

- .2 Incorporate the work of the Assignable Contract into the construction schedule for this Contract to achieve Substantial Performance of the Work within the Contract Time specified in Section 01110 – Summary of Work.
- .3 []

1.8 CONTRACT PRICE AND COSTS

- .1 The cost of the Assignable Contract shall be paid by the Contractor and will be reimbursed from the allowance for Assignable Contracts, as specified in Section 01210 – Allowances.
- .2 Include in the Contract Price, separate from the allowance, such sums, including overhead and profit, necessary to cover other costs in connection with the Assignable Contract.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

END OF SECTION