

1.0 GENERAL

1.1 DEFINITIONS

- .1 “Prime 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 this Contract to the other contractor.
- .2 “Prime Contractor” means the contractor awarded the Prime Contract who, upon assignment of this Contract, will be the Assignee for the purposes hereof.

1.2 PRIME CONTRACT

- .1 Prime Contract:
[]
[]
- .2 The Prime Contractor will be determined, upon award of the Prime Contract.

1.3 CONTRACTUAL RELATIONSHIPS

- .1 Enter into a formal contract with the Minister for performance of this Contract.
- .2 At a later date, the Prime Contractor shall enter into a formal contract with the Minister for performance of the Prime Contract.
- .3 Upon assignment of this Contract, contractual relationships will be as specified in Document 00535 – Assignment and Novation Agreement and this Contractor shall become a subcontractor to the Prime Contractor.

1.4 ASSIGNMENT OF CONTRACT

- .1 The Project schedule calls for the Prime Contract to be awarded by []. This schedule is subject to change.
- .2 This Contractor will be named as a “Nominated Subcontractor” and this Contract will be referred to as an “Assignable Contract” in the bid documents for the Prime Contract and in the Assignment and Novation Agreement.
- .3 The cost of this Contract will be included in the Prime Contract under an allowance. Contractors bidding for the Prime Contract shall be required by the terms of the bid documents to accept an assignment of, and assume complete responsibility for this Contract.
- .4 Upon award of the Prime Contract, or as soon thereafter as the Minister considers practicable, the Minister will assign this Contract to the Prime Contractor.

- .5 Assignment will be effected by means of an Assignment and Novation Agreement, between the Minister, the Prime Contractor, and this Contractor.
- .6 The Minister will give this Contractor at least [5] days notice in advance of the proposed effective date of the assignment.
- .7 Upon assignment, all payments payable to the Contractor in accordance with Section 00630 – Payment Conditions and all of the other Minister’s obligations under this Contract, shall become the obligations of the Prime Contractor.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

END OF SECTION