

Section Cover Page

2014-06-23

Section 00 52 91
Assignment and Novation Agreement

This Document constitutes the formal agreement executed by the Province (Assignor), the Prime Contractor (Assignee) and the Nominated Subcontractor to effect the assignment and novation of an Assignable Contract.

This Master Specification Section contains:

- .1 This Cover Sheet
- .2 Master Document Text

Include this document in:

- .1 Construction contracts which will be **assigned** to another contractor. Refer to Basic Master Specification Section 01 11 07 - Contract Assignment.
- .2 Prime contracts which will provide for the assignment to and the assumption by the Prime Contractor of assignable contracts. Refer to AIT/MS Section 01 11 08 - Assignable Contracts.

Refer to the following Specifications and Standards Section file for further information on assignment:

- .1 00 72 00 - General Conditions of Contract

This Agreement by and among:

Her Majesty the Queen in right of Alberta, as represented by the Minister of Infrastructure, as Assignor
(the "Province")

- and -

(the "Assignee").

Name of Prime Contractor

- and -

(the "Nominated Subcontractor")

Name of Nominated Subcontractor

WHEREAS:

1. The Province entered into a contract dated _____, _____ with the Nominated Subcontractor for performance of the Work or supply of the Goods and if applicable, rendering of Services, required by the Contract Documents for:

title of the Contract

(the "Assignable Contract"),
which contract is intended to be assigned by the Province.

2. The Province entered into a contract dated _____, _____ with the Assignee for performance of the Work required by the Contract Documents for:

title of the Contract

(the "Prime Contract").

3. The Assignable Contract permits the Province to assign it and requires the Nominated Subcontractor to execute this Agreement in relation to that assignment.

4. The Prime Contract requires the Assignee to accept the assignment of the Assignable Contract and to execute this Agreement in relation to that assignment.

THE PARTIES AGREE AS FOLLOWS:

1. The effective date of this Agreement is the _____ day of _____, _____.
2. The Province hereby assigns to the Assignee, all his right, title and interest in and to the Assignable Contract and all liabilities, duties and obligations of the Minister arising out of or related to the Assignable Contract, including any unsatisfied or unperformed liabilities, duties and obligations of the Minister that have so arisen or been incurred prior to the effective date hereof.
3. The Assignee hereby accepts the foregoing assignment of the Assignable Contract and of the liabilities, duties and obligations assigned to it under clause 2 hereof.
4. The Assignee covenants with the Province and as a separate covenant with the Nominated Subcontractor, to fulfill, satisfy and perform, as required by the Assignable Contract, the Province's obligations thereunder, including the liabilities, duties and obligations assigned to it under clause 2 hereof, to the same extent as if the Assignee had been an original party to the Assignable Contract.
5. The Assignee shall indemnify and save harmless the Province against all claims, demands, actions, suits, proceedings, damages, costs, expenses, duties obligations and liability of every nature and kind arising out of or related to the Assignable Contract or the performance or non-performance thereof, including any of such claims, demands, actions, suits, proceedings, damages, costs, expenses, duties, obligations and liability that have so arisen or been incurred prior to the effective date hereof.
6. The Nominated Subcontractor hereby consents to the foregoing assignment by the Province and the Assignee's acceptance thereof, and agrees to look solely to the Assignee for the proper fulfillment, satisfaction and performance of the Province's obligations thereunder, including any unsatisfied or unperformed liabilities, duties and obligations of the Province that have arisen or been incurred under it or in relation thereto prior to the effective date hereof.
7. The Nominated Subcontractor covenants with the Assignee to fulfill, satisfy and perform, as required by the Assignable Contract, the Nominated Subcontractor's obligations thereunder.
8. The Nominated Subcontractor hereby releases the Province from all liabilities, duties and obligations under the Assignable Contract including such of the same as may have arisen or been incurred under it or in relation thereto prior to the effective date hereof and such of the same as may arise thereafter.

9. The parties agree that the assignment, acceptance and release provided for herein shall constitute a novation wherein the Assignee is, in all respects in relation to the Assignable Contract and any unsatisfied or unperformed liabilities, duties and obligations of the Province that may have arisen or been incurred under it or in relation thereto prior to the effective date hereof, substituted for the Province.
10. The unpaid balance of the contract price for the Assignable Contract, as of the effective date hereof, is _____
11. The contract time for the Assignable Contract, including authorized adjustments as of the effective date hereof, is _____, _____.

In witness whereof the parties hereto have executed this Agreement by the hands of their proper officers thereunto duly authorized.

ASSIGNEE

Name of Prime Contractor

Signature of authorized signing officer

Name and title of officer

Date

NOMINATED SUBCONTRACTOR

Name of Nominated Subcontractor

Signature of authorized signing officer

Name and title of officer

Date

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, as represented by the Minister of Infrastructure.

Per:

Signature

SIGNED by the Minister of Infrastructure of the Province of Alberta, or his duly authorized representative.

Print Name

Title

Date