

EXHIBIT A

**GAVIN SCHOOL DISTRICT 37
ASSIGNMENT OF PRIME TRADE CONTRACT**

Contractor: _____

Trade Package: _____

Dollar Amount of Agreement: \$ _____

The Board of Education of Gavin School District 37 ("School District"), for good and sufficient consideration, receipt of which is hereby acknowledged, hereby assigns to Pepper Construction Company ("Construction Manager"), and Construction Manager hereby accepts, all the School District's rights, obligations and responsibilities to the Contractor (as defined below) as Owner under that certain Prime Trade Contract ("Contract") between the School District and Contractor, dated _____ for *[insert trade package information]* as delineated in the Bid Documents and Contract Documents. This assignment is a total assignment of rights from the School District to Construction Manager. Contractor releases all claims, rights and remedies it has or may have against the School District arising under the Contract. Each signatory hereto represents and warrants that he/she has the necessary corporate authority to bind his/her respective entity to this Assignment. Notwithstanding the above, however, the School District retains all rights it has as a third party beneficiary under the Contract and, moreover, also specifically retains the right to reassume all rights and obligations of the Owner and Construction Manager under the aforementioned Agreement upon written notification to the Contractor and Construction Manager, in the event Construction Manager ceases to provide services to the School District.

This assignment shall be effective as of _____, 201_.

PEPPER CONSTRUCTION COMPANY

**BOARD OF EDUCATION OF GAVIN
SCHOOL DISTRICT 37**

By: _____
Its: Authorized Officer

By: _____
Its: _____

ATTEST:

By: _____
Its: Secretary

**ASSIGNMENT AGREED AND ACCEPTED BY
[NAME OF CONTRACTOR]**

By: _____
Its: Authorized Officer