

**ALASKA RAILROAD CORPORATION  
CONSTRUCTION CONTRACT**

This **CONTRACT**, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and

an o Individual, o Partnership, o Joint Venture, o Sole Proprietorship, o Corporation, incorporated under the laws of the State of \_\_\_\_\_, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

**Billing Information:** Invoices shall be submitted to Accounts Payable, Alaska Railroad Corporation, PO Box 107500, Anchorage, AK 99510-7500. Please reference your contract number on all invoices and correspondence.

**WITNESSETH:** That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the following project:

at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such, the project being situated as follows:

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It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by ARRC, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by ARRC. In no event shall ARRC be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by ARRC. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without any such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of ARRC, on or before:

\_\_\_\_\_, or within \_\_\_\_\_  
Calendar Days.

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any

reason, except with the written consent of ARRC, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_),

per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages. The bonds given by the Contractor in the sum of:

\$ \_\_\_\_\_ Payment Bond, and \$ \_\_\_\_\_

Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

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**CONTRACTOR**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

**Seal)**

**(Corporate**

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**ALASKA RAILROAD CORPORATION**

\_\_\_\_\_  
Contracting Officer (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

Form 395-0122