



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

ADDENDUM NO. 1

DATE: November 21, 2023

OWNER: City of Strafford
126 S. Washington Avenue
Strafford, MO 65757

SUBJECT: Addendum No. 1 – Madison Avenue Site Improvements
Cochran Project No. SW20-287

This Addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents.
FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM MAY SUBJECT BIDDER TO DISQUALIFICATION.

ATTACHMENTS

Pre-Bid Agenda/Meeting Minutes
Pre-Bid Meeting Sign-In Sheet
Construction Stakeout Proposal

END OF ADDENDUM NO. 1

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 North Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

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**MADISON AVENUE SITE IMPROVEMENTS
CITY OF STRAFFORD
COCHRAN PROJECT NO. SW20-287**

**PRE-BID MEETING AGENDA
MEETING MINUTES**

Date: November 16, 2023
Time: 1:00 PM
Location: Strafford City Hall
126 S. Washington
Strafford, MO 65757

PROJECT DESCRIPTION

The Scope of Work includes demolition of existing improvements, milling, asphalt overlay, storm sewer improvements, new concrete curb and gutter, new concrete sidewalk, new full depth asphalt, new stamped concrete, underground electric improvements, concrete bases for street lights and other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

BIDDING/CONTRACT REQUIREMENTS

The Contractors will seal their bid in an envelope and clearly mark the outside with the name of the project, and company name/letterhead.

Sealed bids for the Madison Avenue Site Improvements (hereinafter "Project") will be received by The City of Strafford (hereinafter "the City"), 126 S. Washington, Strafford, MO 65757, until 9:00 am CST, on Tuesday, November 28th, 2023. The bids will be publicly opened and read aloud at 9:00 am CST, on Tuesday, November 28th, 2023 at Strafford City Hall, 126 S. Washington, Strafford, MO 65757.

The following items are required with each bid:

- Signed Bid for Unit Based Contract. Bids must be submitted on form provided
- Acknowledge Addenda
- 5% Bid Bond
- Subcontractor Approval Form
- Non-Collusion Affidavit
- Subcontractor Certification Regarding Affirmative Action
- Affidavit of Compliance with Anti-Discrimination Against Israel Act
- State Immigration Law Forms

All bids shall be valid and may not be withdrawn for a period of sixty (60) days after bid opening.

INSTRUCTIONS TO BIDDERS

- Project Substantial Completion
 - 45 Consecutive Calendar Days from and including the date of the Notice to Proceed
 - Liquidated Damages shall be \$1,000 per Each Consecutive Calendar Day.
- 100% Performance Bond
- 100% Payment Bond
- Contractor's Insurance

- Coverage as listed in the Owner-Contractor Agreement.
- Certificate of Insurance; Required to be on file prior to commencing any work
- Sales Tax: The City will provide a State of Missouri Project Tax Exemption Certificate
- Prevailing Wage Order:
 - Current Wage rates apply to all work and are included in the Bid Documents.
 - Labor categories must be properly identified.
 - Prevailing Wage Rates for project to be posted
 - Penalty for not paying prevailing wage: \$100 per worker per day.
- Application for Payment: Project Substantial Completion
 - Applications should be submitted on A/A Form or equivalent.
 - A 5% retainage will be held back until project completion.
 - Certified payroll records from the general and all subcontractors shall be submitted each month.
 - Lien waivers shall be submitted with payment applications.
 - An affidavit for compliance with prevailing wages must be submitted with the final applications.
- OSHA Construction Safety Training:
 - All onsite employees must complete a 10-hours OSHA Construction Safety course.
 - Training must be completed within 60 days of starting project.
 - If an employee is found on worksite without documentation, he has 20 days to produce documentation.
 - Penalty for non-compliance is \$2,500 plus \$100 per employee without training paid to the City of Strafford.

GENERAL PROJECT INFORMATION

- The City will provide Inspection for the project.
- Contractor is responsible for construction staking.
- Contractor is responsible for contacting utilities and locating existing utilities.
- Contractors will be responsible for securing the site prior to the end of each workday.
- Contractors are responsible for proper control of storm water run-off issues during construction.
- Contractors are responsible for obtaining permits. A MoDOT Right of Way permit will be required for work at the intersection of Old Route 66 and Madison Avenue.
- At no time shall access to properties be blocked without the permission and consent of property owners. Contractor shall schedule work so that at no time during the life of the Contract will any driveway be denied access for any reason other than the curing of the pavement.
- Contractor to video entire project prior to start of construction.
- Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the Engineer. **Questions regarding Bid Documents will be received until 3:00 p.m., Wednesday, November 22, 2023.**

CONTRACT SPECIFIC INFORMATION

- Discuss Job Special Provisions.
- Discuss test section. Contractor shall provide test section to confirm color is acceptable to the city.
- Discuss Rock Excavation. Rock is not expected to be encountered but pricing shall be included in case.
- Discuss Traffic Control.
- Discuss spoils haul off. Contractor is responsible for finding haul off location.
- Discuss construction of streetlights. Streetlights will be provided by the city. Contractor is responsible for installation and wiring.
- Since the asphalt quantity is small, a hard unit price bid will be used for the project. The index will not be used.

- The city will provide traffic control signs, barricades, and cones that they have available at their shop.

SCHEDULING CONSIDERATIONS

- Notice of Award
- Within 10 working days of receipt of Notice of Award, Contractor executes and delivers to The City Contract Documents, Bonds and Certificates of Insurance.
- Prior to the Notice to Proceed, Contractor submits a Construction Schedule.
- Notice to Proceed issued by the City after receiving executed Contract Documents, Bonds and Certificates of Insurance in March 2024.
- Within 14 calendar days of the date of the written Notice to Proceed, work on the project shall commence.
- Work completion within 45 calendar days of the date of the written Notice to Proceed.

OPEN DISCUSSION

Construction Stakeout Proposal will be provided by Cochran.

Early strength concrete shall be used for the curb & gutter and concrete apron on the east side of Madison Avenue.
Concrete sidewalks do not need to be early strength concrete.



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PRE-BID MEETING SIGN IN SHEET
MADISON AVENUE SITE IMPROVEMENTS
CITY OF STRAFFORD
PROJECT NO. SW20-287
NOVEMBER 16, 2023

| NAME | COMPANY | PHONE NO. | EMAIL ADDRESS |
|--------------|---------------------------|--------------|--|
| Tim Schowe | Cochran | 417-595-4108 | tschowe@cochraneng.com |
| Drew Gately | City of Strafford | 417-353-2450 | dgately@straffordmo.net |
| Neal Chilton | R.L. Persons Construction | 573-712-0010 | nchilton@rlpersons.com |
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November 21, 2023

Misc. Bidder

SENT VIA: EMAIL

RE: Proposal – Construction Stakeout for Madison Avenue Site Improvements

Dear Bidder:

Thank you for giving Cochran the opportunity to submit this proposal to provide land surveying services for the above-referenced project. In accordance with review of the plans, we offer the following professional services:

SCOPE OF WORK:

1. Stake centers and offsets for storm sewer construction. (Approximately 6 stakes)
2. Stake light standards, centerline and 1 offset and angle points. (Approximately 8 stakes)
3. Stake centerline of waterline at 100' stations, valves, bends, and hydrants. (Approximately 4 stakes)
4. Stake offsets for curbs and pavement. (Approximately 28 stakes)

Fee is based on a maximum of two (2) trips to the site.

SERVICES NOT INCLUDED: (All of which can be provided at the attached hourly rate.)

1. Stakeout of any points removed or disturbed after first initial stakeout.
2. Boundary surveying of subject or any adjoining property.
3. Field engineering, or modification of initial design.
4. Rock or Earth Quantity Verification.
5. File set up for surface templates used for GPS machine control grading.
6. Safety training or classes required to access site. (Onsite construction and safety meetings in excess of standard coordination.)
7. As-Built Surveys.
8. Any additional stakeout other than that listed above.

CLIENT'S RESPONSIBILITY:

1. Acquire permission for access to site to perform all necessary activities.
2. Provide control point data for the above referenced project.
3. The Client shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
4. Coordinate the transfer of electronic design files in a format acceptable to Cochran.
5. Coordination and clarity of stakeout needs are crucial to the success and timeframe of any project. **We require a lead-time of 48 hours for scheduling of any site visits.** Please coordinate accordingly with our office.

FEE:

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Cochran will provide the above listed services **based on the assumption of no more than two (2) trips to the site on a time and material basis with an estimated cost of \$1,900.00**. This amount is subject to the acquisition of electronic files. If the scope of work should change, Cochran can expand/reduce the overall scope as needed to provide the necessary construction stakeout for the project at the attached hourly rates.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



Steve Laune, Professional Land Surveyor
Cochran

Acceptance:
Misc. Bidder

By: _____

Title: _____

Date: _____

Attachments: Standard Charge-Out Rates
Cochran Terms & Conditions



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2023 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective July 1, 2023, these rates will apply to all projects performed on a time and expense basis.

| <u>Title</u> | <u>Charge-Out</u> |
|-----------------------------|--------------------------|
| Principal/Vice President | \$ 230.00 |
| Department/Division Manager | \$ 195.00 |
| Senior Project Manager | \$ 185.00 |
| Project Manager | \$ 175.00 |
| Project Engineer 1 | \$ 160.00 |
| Project Engineer 2 | \$ 150.00 |
| Design Engineer 1 | \$ 130.00 |
| Design Engineer 2 | \$ 120.00 |
| Design Engineer 3 | \$ 110.00 |
| Senior Architect | \$ 175.00 |
| Project Architect 1 | \$ 160.00 |
| Project Architect 2 | \$ 145.00 |
| Design Architect 1 | \$ 135.00 |
| Design Architect 2 | \$ 120.00 |
| Managing Surveyor | \$ 160.00 |
| Surveyor 1 | \$ 150.00 |
| Surveyor 2 | \$ 140.00 |
| Surveyor 3 | \$ 125.00 |
| Senior Field Manager | \$ 125.00 |
| Field Manager | \$ 85.00 |
| Inspector | \$ 65.00 |
| MoDOT Certified Technician | \$ 70.00 |
| Engineer/Survey Tech 1 | \$ 120.00 |
| Engineer/Survey Tech 2 | \$ 110.00 |
| Engineer/Survey Tech 3 | \$ 100.00 |
| Engineer/Survey Tech 4 | \$ 80.00 |
| Secretary | \$ 80.00 |
| One Man Survey Crew | \$ 140.00 |

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.

*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

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COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the

Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**