



**STAFF REPORT
TOWN COUNCIL MEETING OF MAY 12, 2015
BUSINESS ITEM**

TO: HONORABLE MAYOR AND MEMBERS OF THE TOWN COUNCIL

FROM: BRIAN FRAGIAO, DIRECTOR OF PUBLIC WORKS

DATE: MAY 1, 2015

RE: 2015 CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

Recommendation:

1. Approve modifications in the 2015 Capital Improvement Program.
2. Adopt the Resolution accepting the proposals of Surveyor's Group, Inc. (not-to-exceed \$15,000) and Geocon Consultants, Inc. (not-to-exceed \$10,000), authorizing Town Manager to execute an agreement acceptable to the Town Attorney to provide Engineering & Geotechnical design services for the 2015 Capital Improvement Program Project.
3. Advertise for bids once the Bid Documents are complete.

Issue Statement and Discussion

At the June 10, 2014 Town Council meeting, Council approved the 5 year Capital Improvement Program. Under the 2014-2015 Capital Improvement Program are the following projects and status:

1. Barton Road Cap Seal from Via Francesco Court to South Town Limits
This project will be moved to the 2015-2016 CIP Projects. Public Works staff is working on drainage issues along this stretch of roadway.
2. Barton Road Overlay from La Vista Drive to Brace Road
Project will be scaled down to repairing damaged areas only (Phase 1). Phase 2, pavement overlay will be added to the 2016 CIP Projects.
3. Webb Street Reconstruction from King Road to UP Railroad Tracks
Will be added to the 2015 CIP Project.
4. Taylor Road westbound dual left turn lanes onto Sierra College
Staff is currently working with Bennett Engineering to modify this intersection.
5. Downtown Master Plan Design from Horseshoe Bar Road to Oak Street *In Progress.*

6. Sidewalk Evaluation from Sunrise-Loomis Subdivision to Del Oro Highschool
On Going. Public Works Staff has been replacing sidewalks in this area.
7. Magnolia Street Parking Lot Rehab and slurry seal
Will be added to the 2015 CIP Project.
8. Loomis Depot & Blue Anchor Park Parking lot slurry seal
Will be added to the 2015 CIP Project
9. Update of the Loomis Circulation Element
In Progress.

Under the 2013-2014 CIP, the Bankhead Road Reconstruction from King Road to Saunders Avenue was removed from the 2014 CIP project bid. This project will be added to the 2015 CIP Project.

Here are the projects slated for this year's 2015 CIP Bid:

1. Barton Road Pavement Rehab from La Vista Drive to Brace Road (\$20,000)
2. Webb Street Reconstruction from King Road to UP Railroad Tracks (\$150,000)
3. Magnolia Street Parking Lot Rehab and slurry seal (\$8,000)
4. Loomis Depot & Blue Anchor Park Parking lot slurry seal (\$10,000)
5. Bankhead Road Reconstruction from King Rd. to Saunders Ave. (\$120,000)

Public Works staff attended a seminar regarding existing road material in-place recycling technologies. Of the different methods, Full Depth Reclamation (FDR) would work for Bankhead Road and Webb Street. As discussed in the seminar, engineering costs are a little higher, but construction costs are lower (30 to 50% lower) and it can be done in less time. Bankhead Road has an existing plan set. Webb Street will need a plan set and geotechnical analysis will be required for road section design at both locations. Staff received the following proposals:

Webb Street Design:

1. Surveyor's Group, Inc. - \$13,110
2. Bennett Engineering - \$28,035
3. Area West Engineers – Decided not to submit proposal

Webb St. & Bankhead Rd. Geotechnical Analysis for FDR:

1. Geocon Consultants, Inc. - \$9,500
2. Bennett's Geologist - \$11,000

Engineering design was estimated in the CIP project costs, but the additional geotechnical work was not.

If approved by Council, the plans are anticipated to be completed in July, advertising of the project thru August and award project in September. Project should be completed in 40 days.

Normally, once the bid documents are complete, they are presented to Council requesting project advertising. Since we are pushing the project to be completed by November, staff is requesting to advertise as soon as the bid documents are complete to avoid a timing issue between the process and the Council meeting date.

CEQA Requirements

This project is exempt under the California Environmental Quality Act (CEQA) Section 15301. (c&d) (Class 1), "Existing Facilities" of the guidelines.

Financial and/or Policy Implications

The projects were included in the 2013/2014 & 2014/2015 fiscal year Capital Improvement Program (CIP). Funding will be provided by the Town's Transportation Development Act (TDA) funds (\$200k), Gas Tax Funds (\$40k) and the General Fund Transportation account (\$78k). The \$10k for Geotechnical Analysis will come from the General Fund Transportation account.

**TOWN OF LOOMIS
RESOLUTION NO. 15-**

**RESOLUTION OF THE COUNCIL OF THE TOWN OF LOOMIS
ACCEPTING THE PROPOSALS OF SURVEYOR'S GROUP, INC.
(NOT-TO-EXCEED \$15,000) AND GEOCON CONSULTANTS, INC.
(NOT-TO-EXCEED \$10,000), AUTHORIZING TOWN MANAGER TO EXECUTE
AN AGREEMENT ACCEPTABLE TO THE TOWN ATTORNEY TO PROVIDE
ENGINEERING & GEOTECHNICAL DESIGN SERVICES FOR THE 2015 CAPITAL
IMPROVEMENT PROGRAM PROJECT AND ADVERTISE FOR BIDS ONCE THE BID
DOCUMENTS ARE COMPLETE.**

WHEREAS, the Town Council at it's June 10, 2014 regular meeting authorized staff to proceed with the five year Capital Improvement Program; and

WHEREAS, The 2015 Capital Improvement Program Project will consist of pavement reconstruction, Full Depth Reclamation (FDR) Technology work, slurry seal, utility raising and striping; and

WHEREAS, in order for staff to advertise the project, Project plans for the Webb Street segment and Geotechnical analysis for the FDR process on Bankhead Road and Webb Street will be required; and

WHEREAS, Staff has received a proposal for the Webb Street project plans from the Surveyor's Group, Inc. in the amount of \$13,110 and a proposal from Geocon Consultant, Inc. for the geotechnical analysis in the amount of \$9,500. Both proposals are acceptable to town staff.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Council of the Town of Loomis accepts the proposals of Surveyor's Group, Inc. (not-to-exceed \$15,000) and Geocon Consultants, Inc. (not-to-exceed \$10,000), authorizing Town Manager to execute an agreement acceptable to the Town Attorney to provide Engineering & Geotechnical design services for the 2015 Capital Improvement Program Project and Advertise for bids once the Bid Documents are complete.

PASSED AND ADOPTED by the Council of the Town of Loomis this 12th day of May, 2015 by the following vote:

**AYES:
NOES:
ABSENT:**

Mayor

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

Full Depth Reclamation (FDR)

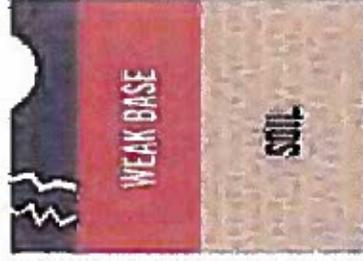
More economically and environmentally sound alternative when complete reconstruction of the entire pavement section of a road or parking lot is needed.

Strengthens Existing Materials In-Place

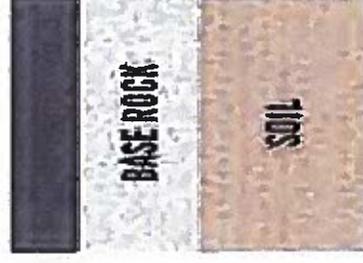
By Preserving and Strengthening In-Situ Materials, We Make Recycled Better Than New

- Superior structural sections at lower cost, in less time, by using what's already there
- Less environmental impact.
- Longer lifecycle, lower maintenance

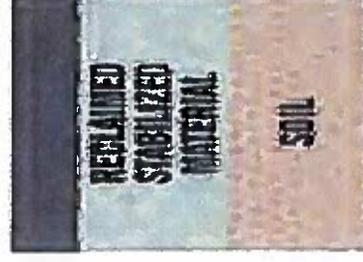
FDR: STRUCTURALLY SUPERIOR WITH 30% TO 50% SAVINGS



BEFORE:
AGING AND
DISTRESSED



TYPICAL
REMOVE
& REPLACE



FDR:
RECLAIMED AND
STABILIZED

SURVEYORS GROUP, INC.

LAND SURVEYORS & CIVIL ENGINEERS

**WEBB STREET IMPROVEMENT PLANS
UNION PACIFIC RAILROAD TO KING ROAD
PAVEMENT OVERLAY WITH LOCATION RECONSTRUCTION**

Base Mapping and Topographic Survey

- Research maps & road deeds along improvement area.
- Provide boundary calculations to establish centerline and right of way alignment along improvement area.
- Establish horizontal & vertical control for topographic survey.
- Provide topographic cross sections of roadbed from toe to toe and including any driveways or curb cuts.
- Provide topographic survey to identify limits of pavement replacement areas.
- Draft topographic survey and produce DTM model for improvement plans.

PROPOSED FEE \$ 3,450

Civil Improvement Plans

- Cover Sheet
- General Notes Sheet
- Demolition and Improvement Plan Sheets – 2 sheets at 20 scale with photographic background from Google Earth Pro
- Striping and Signing Plan Sheets – 2 sheets at 20 scale with photographic background from Google Earth Pro

PROPOSED FEE \$ 7,190

Technical Specifications

- Technical Specifications will be prepared using the Caltrans Standard Specifications and modifying required sections to make project specific.
- Bid Schedule will be provided.

PROPOSED FEE \$ 1,350

Construction Cost Estimate

PROPOSED FEE \$ 400

Meetings

- Includes two (2) office meetings and three (3) hours of field construction meetings

PROPOSED FEE \$ 720

TOTAL PROPOSED FEE \$13,110



Proposal No. LS-15-089
April 16, 2015

VIA ELECTRONIC MAIL

Brian Fraggio
Town of Loomis, Public Works Department
Engineering Division
3665 Taylor Road
P.O. Box 1330
Loomis, California 95650

Subject: PROPOSAL FOR GEOTECHNICAL INVESTIGATION
 WEBB STREET/BANKHEAD ROAD RECONSTRUCTION
 LOOMIS, CALIFORNIA

Dear Mr. Fraggio:

In accordance with your request, we are pleased to present this proposal to perform a geotechnical investigation for the proposed roadway improvements for Webb Street and Bankhead Road in the Town of Loomis, California.

To aid in preparing this proposal, we performed a satellite reconnaissance of the sites. The project consists of rehabilitating the existing pavement along: (1) Webb Street (approximate 1,200 linear feet) between Taylor Road and the Union Pacific Railroad crossing; and (2) Bankhead Road between King Road and Saunders Avenue. We understand that the proposed rehabilitation method is in-place recycling/chemical stabilization, a process commonly known as full-depth recycling (FDR). The FDR-treated section will be completed with an overlay of hot mix asphalt (HMA).

The purpose of our geotechnical investigation will be to evaluate the existing pavement structural sections and subgrade conditions and provide geotechnical recommendations for rehabilitation using FDR, if feasible. Our investigation will include a field exploration program, geotechnical laboratory testing including FDR mix design, engineering analysis, and report preparation.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Perform a site reconnaissance to observe existing site conditions.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of 48-hours (as required by law) prior to performing exploratory excavations at the site.
- Prepare necessary applications, and obtain encroachment permits from the Town of Loomis. Since this is a Town project, we assume any permit application fees will be waived.
- Perform up to five shallow pavement test pits along the project alignments (2 to 3 test pits per street) using a jack-hammer and hand-excavation equipment to depths of approximately 1 to 3 feet, based on conditions encountered.
- Provide necessary traffic control measures during fieldwork.

- Measure the existing pavement section material thicknesses at each test pit location.
- Obtain representative material samples (asphalt, aggregate base, and subgrade soil) from the test pits.
- Log test pits in accordance with the Unified Soil Classification System.
- Upon completion, backfill the test pits with the excavated soil and cap with cold-patch asphalt.
- Perform laboratory tests to evaluate pertinent geotechnical parameters and FDR mix design.
- Analyze the field and laboratory testing data and prepare a report with our conclusions and recommendations. Our report will include the following:
 - Site Plan showing locations of pavement test pits;
 - Laboratory test results;
 - Existing pavement structural section thicknesses at the test pit locations;
 - Subgrade soil conditions; and
 - Conclusions and recommendations for FDR pavement rehabilitation including chemical admixture type (e.g. cement, lime, etc.), application rate, and mixing depth.
- Provide guideline specifications for FDR operations.
- Review final specifications and drawings prepared by the project designer.

PROPOSED FEES

We propose to perform the geotechnical investigations for a not-to-exceed fee of \$9,500. Our fee is based on our *2014 Schedule of Fees/Terms and Conditions*, which is incorporated into and made a part of this proposal. If we encounter unforeseen conditions, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of services and/or project fees.

CONTRACT EXECUTION

Please carefully review the contents of this proposal and the enclosed *Terms and Conditions for Performance of Services* (Terms), which is incorporated into and made a part of this proposal. If they meet with your approval, execute two copies of the Terms and return both copies to our office. We will then endorse the documents and return one fully executed copy to you. We will commence with the scope of services outlined herein upon receipt of your written authorization; however, services provided by Geocon will be pursuant to the Terms and *2014 Schedule of Fees* until or unless a mutually agreed upon, negotiated contract is finalized. Please note that it is necessary to indicate your project representative agent on the first sheet of the Terms and the address where all Client notices and communications should be sent. If you do not have an in-house representative agent, please indicate a designated agent.

The California Legislature enacted Business & Professions Code §6749, effective January 1, 2001, which requires that all contracts with private entities be set forth in writing, contain certain terms, including a description of the services to be provided, the basis of compensation, the name, address and certificate number of the professional engineer and be signed by the parties before commencement of any work by the engineer. Therefore, the enclosed Terms or the waiver of Business & Professions Code §6749 letter must be signed by Client prior to Geocon's commencement of any work, whatsoever, on the project. For your convenience, a copy of the Business & Professions Code §6749 waiver letter with the actual code text printed on the back is attached to this proposal.

It is mutually agreed between Client and Geocon that all services afforded and work performed by Geocon are provided pursuant to Civil Code Section 2782 and such agreement is expressly integrated into and made a part of any and all contracts or agreements entered into between the parties.

Please be advised that if Geocon is required to provide an immediate defense to Client pursuant to a claim alleging the negligence of Geocon, Client will be billed on a time and materials basis for such defense in accordance with Geocon's *Schedule of Fees*, and if there is a final determination by a court of competent jurisdiction that a portion of the damages awarded in connection with a claim were caused by or attributable to Geocon, then Geocon shall be obligated to reimburse Client for that portion of the defense costs reasonably incurred by Client which is attributable to the portion of the damages caused by or attributable to Geocon. Notwithstanding the foregoing, under no circumstances shall Geocon be liable for providing an immediate defense to Client for any claim not alleging the negligence or other liability of Geocon.

We appreciate the opportunity to provide you with a proposal for this project. Please contact the undersigned if you have any questions concerning this Proposal or if we may be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.



Jeremy J. Zorne, PE, GE
Geotechnical Group Manager

Attachments: 2014 Schedule of Fees
Terms and Conditions for Performance of Services
Business & Professions Code §6749 Waiver Letter



2014 SCHEDULE OF FEES

PROFESSIONAL SERVICES	
Engineering Assistant/Laboratory Technician	\$70/hr
Engineering Field Technician/Special Inspector I (Including Equipment and Nuclear Gauge)	70/95(PW)*/hr
Engineering Field Technician/Special Inspector II (Including Equipment and Nuclear Gauge)	80/105(PW)*/hr
Engineering Field Technician/Special Inspector III (Including Equipment and Nuclear Gauge)	90/115 (PW)*/hr
Word Processor/Technical Editor	70/hr
Engineering/Research Assistant/Technical Illustrator	80/hr
Project Coordinator/GIS Specialist	90/hr
Staff Engineer/Geologist	100/hr
Senior Staff Engineer/Geologist	110/hr
Project Engineer/Geologist	120/hr
Senior Project Engineer/Geologist	130/hr
Senior Engineer/Geologist/Geophysicist	150/hr
Associate Engineer/Geologist	180/hr
Principal Engineer/Geologist/Litigation Support	220/hr
Deposition or Court Appearance	400/hr
Overtime and Saturday Rate	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Professional Fee	\$500/Project
Minimum Field Services Fee (per day or call-out)	2 Hours

*\$25/hour Surcharge for Technicians & Inspectors for Prevailing Wage (PW) per requirements of Cal Labor Code §1720, et seq

TRAVEL	
Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$125/day
Vehicle Mileage	0.75/mile

EQUIPMENT & ANALYTICAL TESTS			
Nuclear Gauge	Included in Technician Rate	Battery-Powered Pump	\$75/day
Pick-up Truck	\$125/day	Photo-Ionization Meter	125/day
Equipment Truck	200/day	Level D PPE/Decon Rinse Equipment	50/day
Direct-Push Rig/Operator	165/190(PW)*/hr	pH/Conductivity/Temperature Meter	50/day
Direct-Push Sample Liner	5/ea.	55-gallon drum	55/ea.
Equipment Trailer	100/day	TPHg/BTEX (EPA 8015M/8021B)	70/ea.
Wenner Four-electrode Earth Resistivity Meter	150/day	TPHg/BTEX/MTBE (EPA 8015M/8260B)	100/ea.
Coring Machine (concrete, asphalt, masonry)	175/day	TPHd/TPHmo (EPA 8015M)	75/ea.
Dynamic Cone Penetrometer	150/day	Fuel Oxygenate Compounds (EPA 8260B)	110/ea.
Dilatometer (DMT) Test Equipment	750/day	Volatile Organic Compounds (EPA 8260B)	150/ea.
Generator or Air Compressor	100/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
GPS Unit	160/day	CAM 17 Metals (EPA 6010B)	170/ea.
Drive-Tube Sampler or Hand-Auger	40/day	Single Metal (EPA 6010B)	20/ea.
Soil Sample Tube (Brass or Stainless)	10/ea.	WET or TCLP Extraction	75/ea.
Water Level Indicator	40/day	Soil pH (EPA 9045C)	20/ea.
Stainless Sampling Pump	150/day	48-hour Turn-Around-Time	60% surcharge

LABORATORY TESTS*			
COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557/D698)	\$145/ea.	Resistance Value, R-Value (D2844/CAL301)	\$275/ea.
6-inch mold (D1557/D698)	160/ea.	R-Value, Treated (CAL301)	300/ea.
California Impact (CAL216)	200/ea.	California Bearing Ratio (D1883)	175/pt.
Check Point	85/ea.	Stabilization Ability of Lime (C977)	180/ea.
SOIL AND AGGREGATE PROPERTIES			
#200 Wash (D1140/C117)	\$60/ea.	Moisture Determination, tube sample (D2216)	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202)	100/ea.	Moisture Determination and Unit Weight (D2937)	30/ea.
Hydrometer Analysis (D422)	150/ea.	Atterberg Limits Plasticity Index (D4318)	150/ea.
Sieve Analysis with Hydrometer (D422)	180/ea.	Sand Equivalent (D2419/CAL217)	90/ea.
Specific Gravity, Soil (D854)	70/ea.	pH and Resistivity (CAL643)	100/ea.
Specific Gravity Coarse Aggregate (C127)	50/ea.	Sulfate Content (CAL417)	40/ea.
Specific Gravity Fine Aggregate (C128)	68/ea.	Chloride Content (CAL422)	40/ea.
Cu/Extract Shelby Tube	50/ea.	Organic Content (D2974)	50/ea.

SHEAR STRENGTH		CONCRETE	
Unconfined Compression (D2166)	\$100/ea	Compressive Strength, Cast Cylinders (C39)	\$25/ea
Direct Shear (D3080) (3pt)	200/ea	Compressive Strength, Cores (C42)	40/ea
Unconsolidated-Undrained Triaxial Shear (D2850)	125/pt	Flexural Strength Beam (C78/C293)	80/ea
Unconsolidated-Undrained Triaxial Staged (D2850)	175/ea	Splitting Tensile Test (C496)	69/ea
Consolidated-Undrained Triaxial Shear (D4767)	275/pt	Mix Design Review	200/ea
Consolidated-Undrained Triaxial Staged (D4767)	350/ea	Trial Batch	475/ea
Consolidated-Drained Triaxial Shear (EM1110)	370/pt	Rebar Tensile/Bend (up to #11)	100/ea
Consolidated-Drained Triaxial Staged (EM1110)	475/ea		
PERMEABILITY, CONSOLIDATION AND EXPANSION		MASONRY	
Permeability, Flexible Wall (D5084)	\$265/ea	CMU Compressive Strength (C140)	\$60/ea
Permeability, Rigid Wall (D5856)	255/ea	Compressive Strength, Grout (C1019/UBC 21-19)	25/ea
Consolidation (D2435)	50/pt	Compressive Strength, Mortar (C109/UBC 21-15,16)	25/ea
Expansion Index (D4829/UBC 29-2)	150/ea	CMU Unit Wt., Dimen., Absorption (C140)	60/ea
		Compressive Strength, Masonry Prism (C1314)	115/ea
AGGREGATE QUALITY		HOT MIX ASPHALT	
Sieve Analysis to #200 (C136)	\$100/ea	Density, Hveem (D2726/CAL308)	\$100/ea
L.A. Rattler Test (500 rev.) (C131)	185/ea	Stabilometer Value (D1560/CAL366)	175/ea
Sand Equivalent (D2419/CAL217)	90/ea	Theoretical Max. Specific Gravity (D2041/CAL309)	175/ea
Durability Index (D3744/CAL229)	165/ea	Extraction/Sieve Analysis (C136/CAL202)	150/ea
Fine Aggregate Angularity (CAL 234)	125/ea	HMA Core Unit Weight (D1188/CAL308)	60/ea
Flat and Elongated Particles (D4791/CAL 235)	150/ea	% Asphalt, Ignition Method (D6307/CAL382)	100/ea
Percent Crushed Particles (CAL205)	150/ea	% Asphalt, Ignition Calibration (D6307/CAL382)	200/ea
		% Voids (CAL 367)	275/ea

*2X Surcharge on rush turn-around for laboratory testing.

TERMS AND CONDITIONS

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$125.00 per day when location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$10,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.

Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$20,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.