



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 5, 2024 Staff Member/Dept: Ben Whipple/Administration

Agenda Item: Recommendation to approve contract 24063 with Kimley Horn to complete Street Conditions Assessment and Maintenance Management Plan

Recommended Motion:

"I move to approve Purchase Order 24063 to approve Kimley Horn to conduct a streets conditions analysis and formulate a Pavement Management Program for Non-Residential Ketchum streets."

Reasons for Recommendation:

- Updating maintenance and repair history for work completed on City streets since the last road assessment.
Assessing functional conditions for City streets
- A sub-consultant, ARRB Systems, will collect data on approximately 44 lane-miles
Developing performance models for functional condition prediction using historical data and 2024 inspection data
Determining current and future network, branch, and section PCI values over the next five years
Conducting budget analyses including zero budget, unlimited budget, and constrained budgets with an emphasis on preventive maintenance projects
Prioritizing M&R projects for the roadway network based on the City's projected budgets over the next five years

Sustainability Impact:

Be strategic and efficient with our road repairs. Performing the maintenance with long term durability in mind and reducing re-work.

Financial Impact:

Table with 2 columns: Financial Impact (None OR Adequate funds exist in account) and Staff recommendation (Phase I consisting of non-residential streets with a not-to-exceed amount of \$51,320).

Attachments:

- 1. Kimley Horn Proposal
2. Purchase Order 24063
3. Slide deck of service benefits



Revised February 1, 2024

Benjamin Whipple  
Senior Project Manager  
City of Ketchum  
P.O. Box 2315, 191 5<sup>th</sup> Street West  
Ketchum, ID 83340

***RE: Streets Condition Survey and Long-Term Maintenance Implementation Plan***

Dear Mr. Whipple:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement ("Agreement") to the City of Ketchum ("City") to implement a Pavement Management Program (PMP), including a streets condition survey and long-term maintenance implementation plan. The PMP implementation will include a network-level evaluation of pavement conditions and will reflect any new pavement maintenance and repair since the last update. The Pavement Condition Index (PCI) assessment includes approximately 44 lane-miles of roadway pavement, analysis of various budget scenarios, and a project report. The PCI assessment will be conducted in accordance with ASTM D6433 standards. Optionally, the City may elect to report results according to the newer ASTM E3303 standard.

The work performed by the Consultant will be limited to the scope elements described in this Agreement. Scope items related to Non-Destructive Testing (NDT), geotechnical investigations, or structural analysis can be provided as optional services.

Our understanding of the project, scope of services, fee, and schedule are provided below.

**PROJECT UNDERSTANDING**

It is the goal of the project to assess the functional condition of City streets. Specific objectives of this update will include the following:

- Updating maintenance and repair history for work completed on City streets since the last PMP update.
- Assessing functional conditions for City streets. Data will be collected by a sub-consultant, ARRB Systems, on approximately 44 lane-miles.
- Developing performance models for functional condition prediction using historical data and 2024 inspection data.
- Determining current and future network, branch, and section PCI values over the next five years.
- Customizing the DRIVE database including review and update of rehabilitation options and costs to support the development of a multi-year project plan based on the City's annual budget.
- Reviewing and updating Maintenance and Rehabilitation (M&R) policies and decision trees.
- Conducting budget analyses including zero budget, unlimited budget, and constrained budgets with an emphasis on preventive maintenance projects.
- Prioritizing M&R projects for the roadway network based on the City's projected budgets over the next five years.
- Developing a summary report capturing results of the assessment and recommendations.

## SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

### *Task 1: Program Administration*

Administrative portions of the PMP will consist of preparing the project work plan, preparing a project schedule and updating it throughout the project, and the time necessary to keep internal project systems updated. Kimley-Horn will submit monthly progress reports and invoices. Progress reports and invoicing formats will conform to City requirements.

Kimley-Horn will develop a Request for Information (RFI) document and assumes the City will provide the following information:

- Existing documentation such as-built drawings for recent reconstruction, rehabilitation, and maintenance projects since the most recent PMP update prior to the start of field activities. This information should include project limits, rehabilitation type, and construction date at a minimum and should be summarized in spreadsheet format, if possible.
- Information and files associated with the City's current Geographical Information System (GIS).
- Current unit prices for maintenance and rehabilitation activities as well as anticipated City budgets.

Kimley-Horn will attend the following meetings in-person. Other meetings can be coordinated as optional services:

- Kickoff meeting
- PCI review meeting
- City Council meeting

### **Task 1 Deliverables:**

- Meeting agenda/minutes for each meeting (PDF)
- Monthly progress reports and invoices (PDF)

### *Task 2: Network Inventory*

Kimley-Horn will review information generated by the RFI in Task 1 and update pavement attributes in related GIS files. Kimley-Horn will update the City's existing GIS database to reflect any new maintenance and rehabilitation (M&R) projects since 2019. The update will be based on a list of recent roadway work activities provided by the City in spreadsheet and/or graphical form. The list provided by the City will summarize project limits, rehabilitation type, and date. Street segments and management sections will be added, modified, or deleted in the GIS model to reflect actual conditions.

### **Task 2 Deliverables:**

- Updated network definition map and GIS model (PDF and shapefile/map package)

### **Task 3: Field Assessments**

Kimley-Horn will coordinate a pavement condition assessment to characterize pavement distresses exhibited on the pavement surface. The PCI procedure provides a visual indication of existing pavement conditions and failure mechanisms. The results of the condition assessment will be used in developing PCI values. Condition assessments will be conducted using the PCI procedures described in the ASTM D6433 standard method of practice. Pavement distress data will be collected by our sub-consultant, ARRB Systems, using its Network Survey Vehicle (NSV) automated data collection equipment.

The specific objectives of the condition survey are to:

- Determine roadway functional conditions.
- Provide a common index for comparing functional conditions using PCI values.
- Generate quantities for distress repair that can be incorporated into maintenance budget estimates.

Roadways within the City's 44-lane-mile network will be assessed using the NSV. Distress type, severity, and quantity will be recorded and aggregated per section. Two-lane roads will be assessed in one direction, and four-lane roads (or more) will be assessed in two directions. As an option, ARRB can provide access to its Hawkeye Insight data viewer for a period of three (3) years.

The assessment will also include verification of the following information for each section:

- To/from streets, indicating the assigned limits of the section
- Street name
- Section geometrics, indicating pavement length, width, and area
- Surface type such as asphalt concrete (AC) or Portland cement concrete (PCC)

Under the direction of Kimley-Horn, our sub-consultant, Strata Geotech, will conduct a field review of selected roadway segments to confirm data from the automated assessment and possibly investigate areas of concern. Strata will provide an independent QC review of roadway segments identified by the City, including up to 5% of the total centerline mileage.

As an optional task, Strata will collect pavement cores and shallow geotechnical borings at strategic locations to measure pavement section thickness and characterize subgrade soils. Data will be used for structural capacity estimation, determination of pavement distress failure modes (e.g., top-down vs. bottom-up cracking, subgrade failures), and/or evaluation of areas where shallow groundwater and/or drainage issues are a concern. One day of testing yields two corings and borings at each location for up to three sites. Geotechnical information will be summarized in a geotechnical report.

### **Task 3 Deliverables:**

- PCI assessment and validation results in tabular and graphical formats (Excel, PDF)
- Meeting to discuss PCI assessment results
- One (1) day of coring/boring with traffic control at three (3) sites (optional)
- Laboratory testing of materials (optional)
- Geotechnical report (optional)
- Hawkeye Insight viewing software (optional)

**Task 4: Data Analysis**

Kimley-Horn will populate the DRIVE database using the data gathered during the field assessments in Task 3. PCI results will be used to evaluate pavement performance and update performance models to predict future conditions over the next five years. Analysis of functional conditions will be based on pavement age data and PCI values and grouped according to pavement type and functional classification or ranking. Access to DRIVE will be provided for three (3) years and City staff will be trained to use the software during a two-hour training session.

Upon confirmation of the pavement condition data collected in Task 3, Kimley-Horn will integrate parameters related to treatment types, local cost data, maintenance trigger values, and budget constraints to conduct various budget scenarios. Selection of City-specific treatment types, costs, and related information will help customize the analysis to City needs. Treatments will be associated to ranges of applicable PCI scores. The City will be responsible for providing current unit prices for maintenance and rehabilitation activities as well as anticipated City budgets.

Up to five budget scenarios will be performed to compare potential network health under various forecasted situations. In addition to three budget-driven or performance-driven scenarios, the “Do Nothing” and “Unlimited Funding” scenarios will be included. Results from the analysis will be presented to the City in a project status meeting and memorandum document.

Kimley-Horn will develop a pavement management report that summarizes network conditions, budget analyses, and the multi-year project plan. The report will incorporate results from previous tasks and provide recommendations for implementation. Specific elements of the report are expected to include network definition and assessment methodology, PCI assessment results, decision tree development including M&R policies and costs, and budget analyses. Task 4 will be delivered in two phases, with Phase 1 including non-residential roads and Phase 2 including residential roads.

**Task 4 Deliverable(s):**

- Electronic draft and final versions of the Pavement Management Report (PDF)
- GIS files containing geospatial data developed during the project (shapefile/map package)
- DRIVE training session
- Three (3) year DRIVE license
- City Council meeting to discuss program

**Other Recommended Services**

Kimley-Horn can provide other recommended services should the City desire. These services include:

- Data processing according to the ASTM E3303-21 *Standard Practice for Generating Pavement Surface Cracking Indices from Digital Images*.
- Geotechnical investigations involving coring, boring, or laboratory analyses of extracted materials
- Geotechnical report
- Hawkeye Insight online viewing platform (3-year license)
- Non-destructive testing or pavement structural analysis

## SCHEDULE

We will complete these tasks as expediently as practical based upon a mutually agreed upon schedule. Assuming Notice to Proceed (NTP) no later than February 6, 2024, we anticipate the following milestones:

- February 29, 2024      Record review and inventory updates completed
- April 30, 2024        Pavement assessments completed (weather dependent)
- May 31, 2024         PCI values finalized and delivered
- June 15, 2024        Budget scenarios delivered
- June 30, 2024        Draft pavement management report delivered
- July 31, 2024        Final pavement management report delivered
- August 31, 2024     DRIVE training completed

## FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 4 in the Scope of Services for a lump sum fee of \$113,000 for base and additional services. Shown below is a breakdown of our proposed fee billings by tasks:

<u>Base Services</u>	<u>Phase 1 Fee (Non-Residential)</u>	<u>Phase 2 Fee (Residential)</u>
Task 1 – Program Administration	\$ 5,400	\$ 3,600
Task 2 – Network Inventory	\$ 5,400	\$
Task 3 – Field Assessments	\$ 24,200	\$ 10,000
Task 4 – Data Analysis	\$ 13,900	\$ 10,000
Other Expenses (travel, mileage, reprographics, etc.)	\$ 2,420	\$ 3,780
<b>SUBTOTAL</b>	<b>\$ 51,320</b>	<b>\$ 27,380</b>
<b>TOTAL</b>		<b>\$ 78,700</b>

<u>Additional Services</u>	<u>Fee</u>
DRIVE Online Web Application (3-yr license)	\$ 7,000
Task A1 – Geotechnical Investigations (1 day)	\$ 11,600
Task A2 – Geotechnical Investigations (1 additional day)	\$ 6,600
Task A3 – Geotechnical Report	\$ 4,100
Task A4 – Hawkeye Insight Viewer (3-yr license)	\$ 5,000
<b>TOTAL</b>	<b>\$ 34,300</b>

All permitting, application, and similar project fees will be paid directly by the Client.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to \_\_\_\_\_

Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully- executed agreement. Fees stated in this Agreement are valid for thirty (30) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

**Kimley-Horn and Associates, Inc.**



Tim Miller, P.E.  
Project Manager



Tim Nicholson, P.E.  
Associate

City of Ketchum, Idaho

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

Attachment – Request for Information  
Attachment – Standard Provisions

**Request for Information**

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

**Client Identification**

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

**Property Identification**

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

**Property Owner Identification**

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

**Project Funding Identification – List Funding Sources for the Project**


*Attach additional sheets if there are more than 4 parcels or more than 4 owners*



**KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
  
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



**CITY OF KETCHUM**  
**PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24063**

<b>To:</b> 6137 KIMLEY-HORN & ASSOCIATES 1100 W IDAHO ST STE 210 BOISE ID 83702	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/01/2024	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	STREETS CONDITION SURVEY & LONG-TER 01-4193-9930	51,320.00	51,320.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		51,320.00

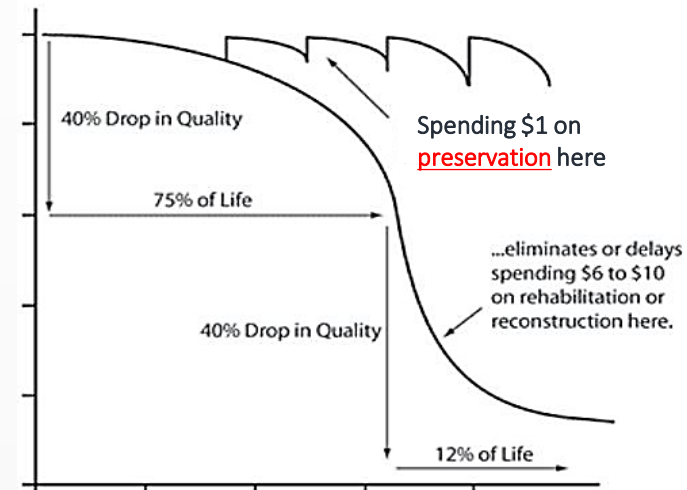
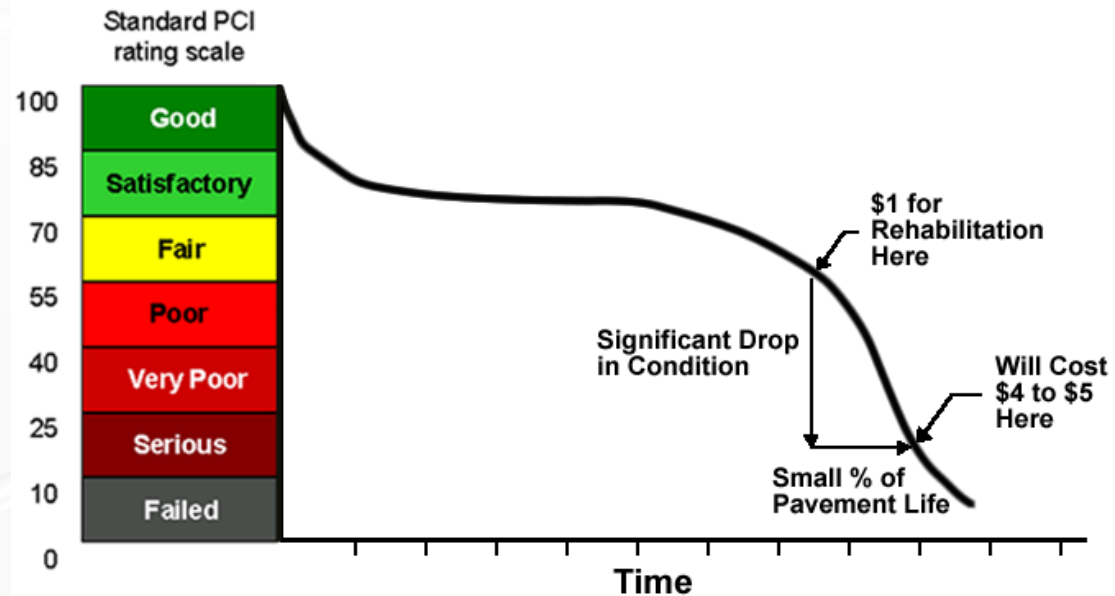
\_\_\_\_\_ Authorized Signature

# Pavement Management Basics



# Pavement Deterioration

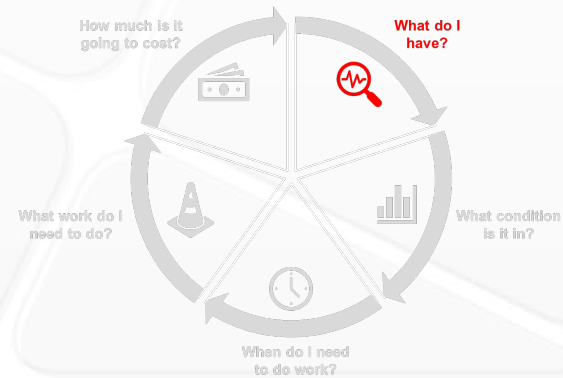
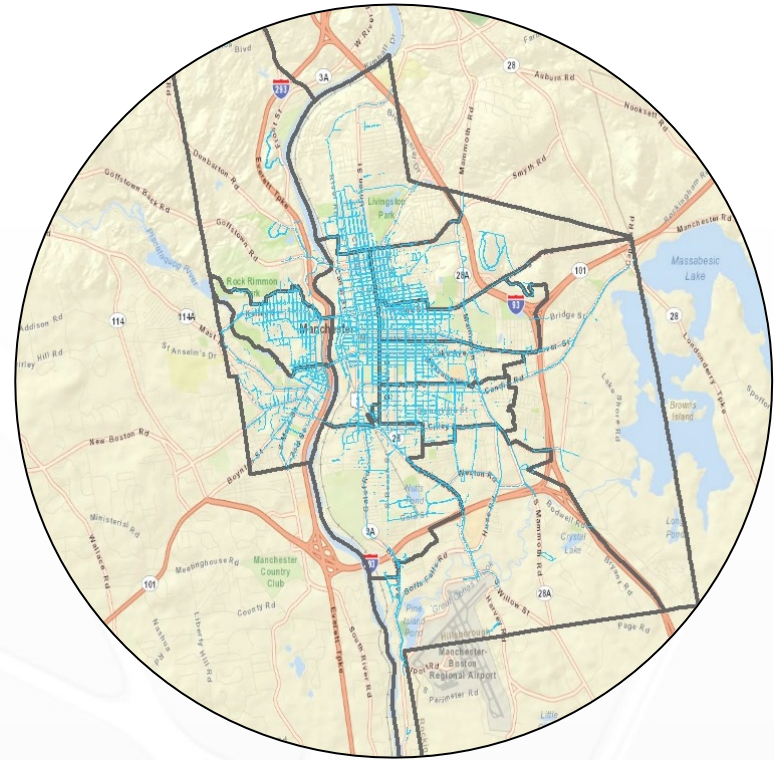
- Goal is to stay ahead of the curve
- Apply the right treatment at the right place at the right time





# What Do I Have?

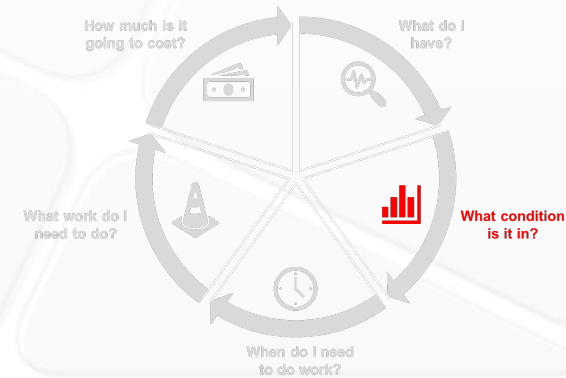
- Define the pavement network
- Network segmentation
  - Network
  - Branch
  - Section
  - Sample
- Historical records review
  - Past deterioration helps predict future deterioration



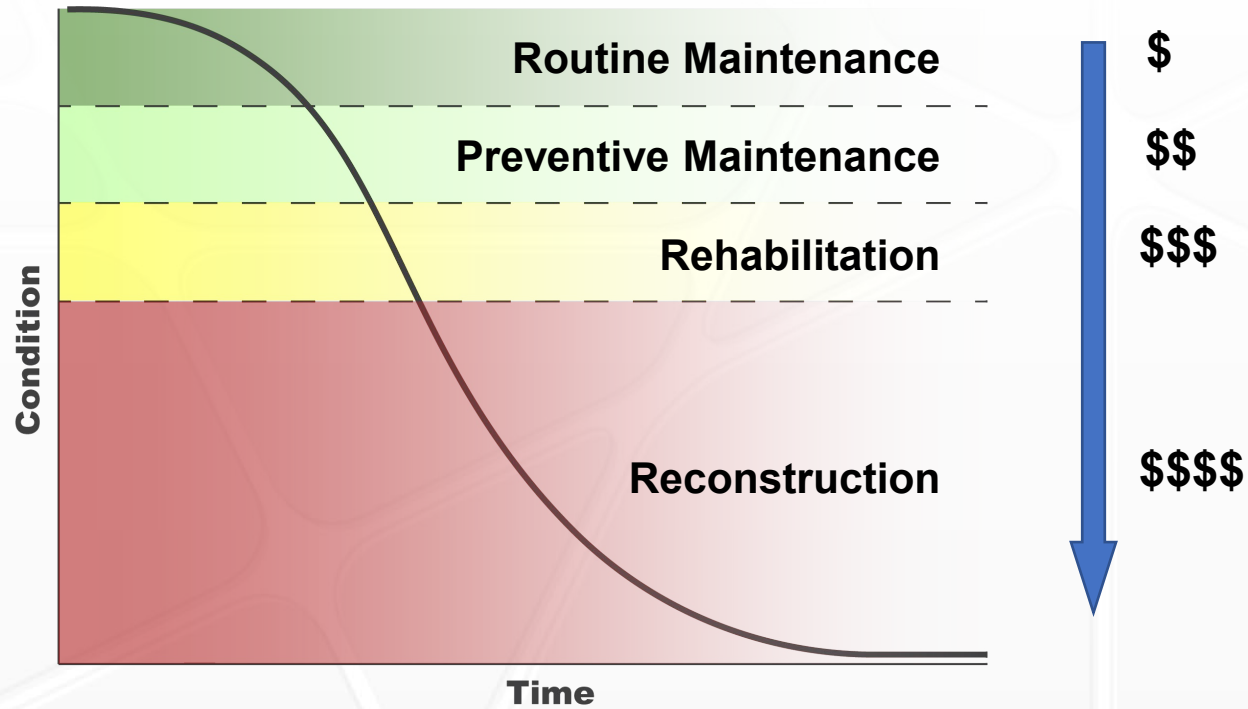


# What Condition Is It In?

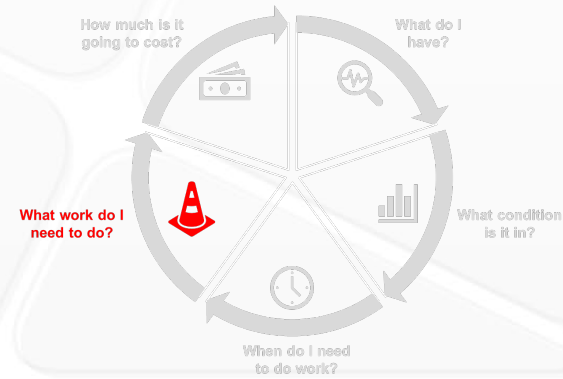
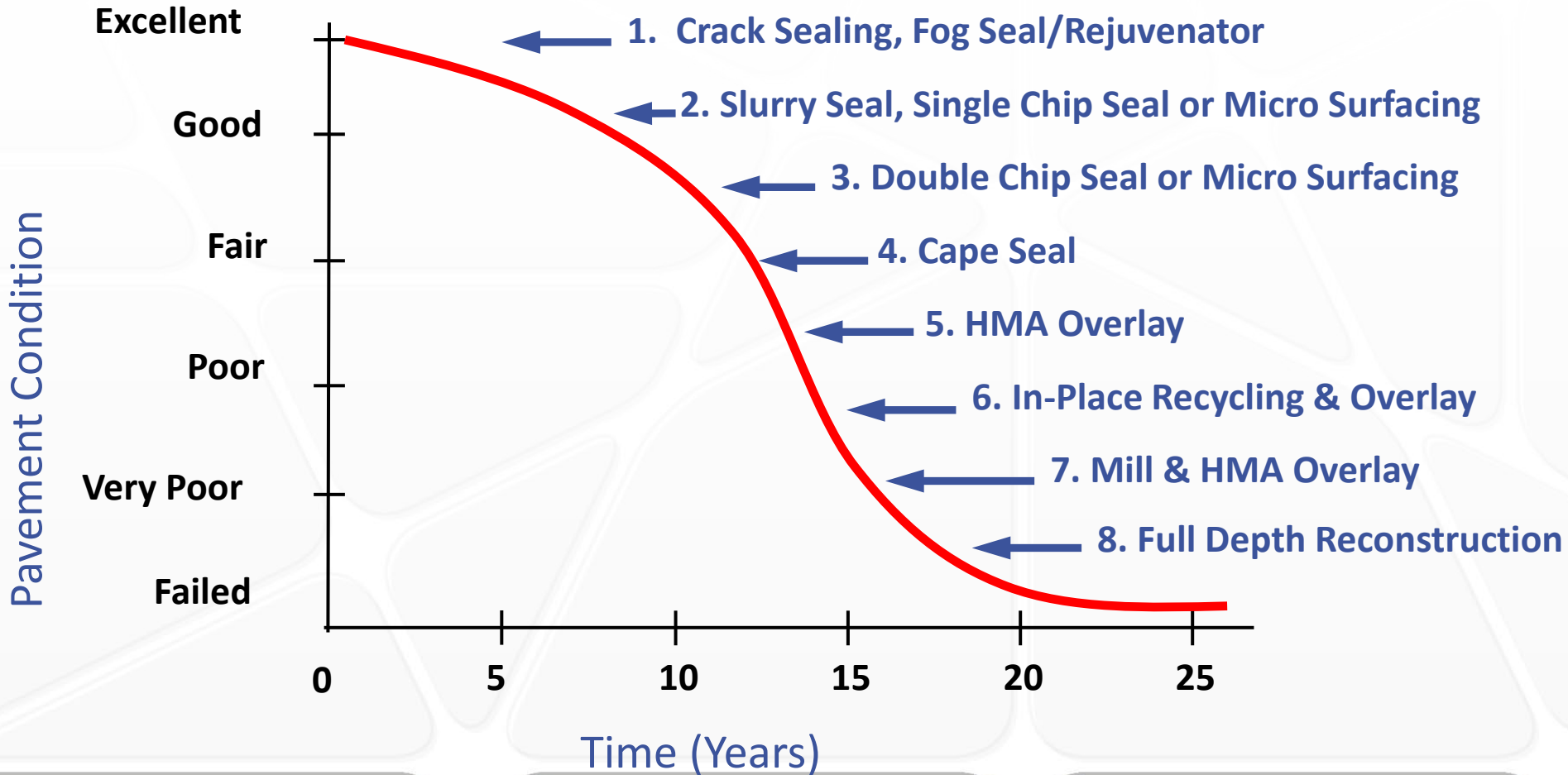
- Field inspections
  - Objective assessment
  - Condition & distress identification
- Several data collection options
  - Customize to meet client needs and budget
  - Visual, automated, hybrid
- Inspect on regular basis
  - 3-5 yr is typical



# When Do I Need To Do Work?

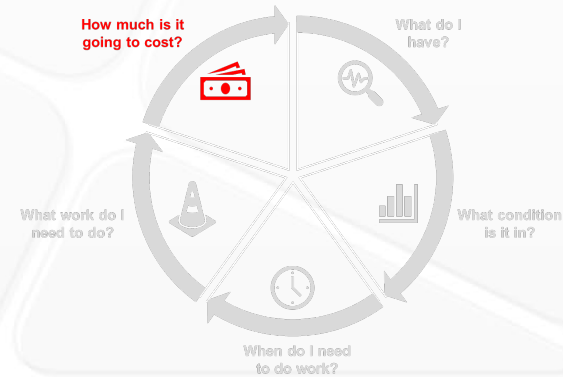
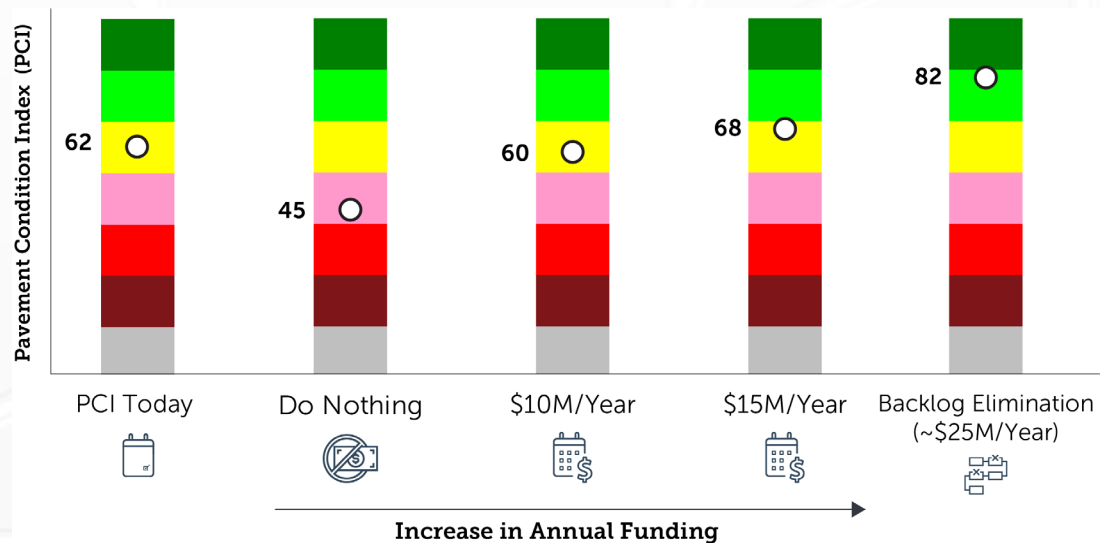


# What Work Do I Need To Do?



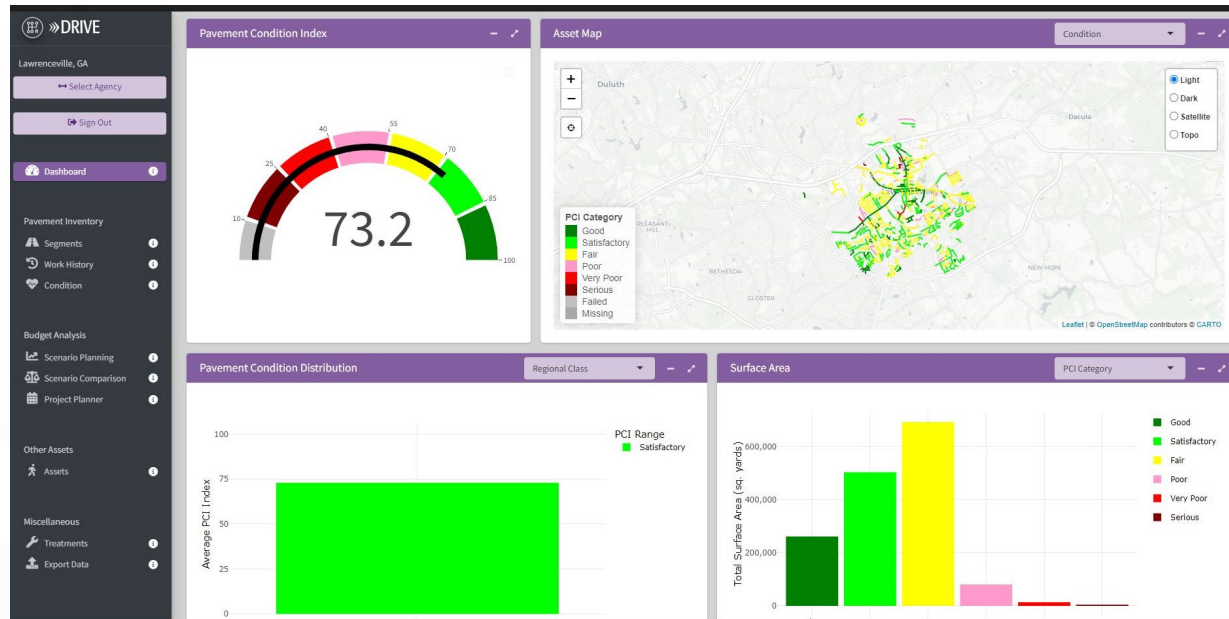
# How Much Is It Going To Cost?

- Explore budget strategies
- Consequence of deferral
- Planning & optimization





# CASE STUDY: Lawrenceville, GA

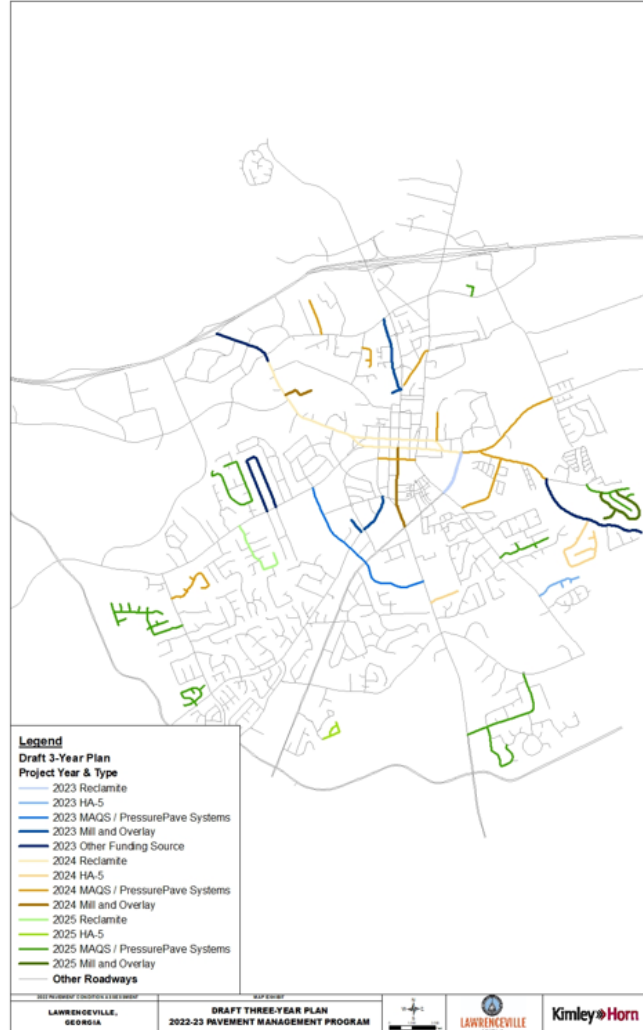


*“The City of Lawrenceville was looking for a pavement management tool that could help us **optimize our limited budget**. Kimley-Horn was able to deliver a complete management tool starting from the condition assessment and ending with the **DRIVE** software that enabled us to create a plan that would **improve the condition of our streets while maintaining our current budget targets.**”*

Jim Wright, City Engineer  
Lawrenceville, GA

# \*Draft 3-Year Plan

Year	Project Name	Type	Cost
2023	2023.01 - SCENIC HWY FROM E CROGAN ST TO NEW HOPE RD	Reclamite	\$ 15,000
2023	2023.02 - HICKORY VIEW DR NEIGHBORHOOD	HA-5	\$ 23,000
2023	2023.03 - GWINNETT DR FROM GRAYSON HWY TO W CROGAN ST	MAQS / PressurePave Systems	\$ 434,000
2023	2023.04 - STONE MOUNTAIN ST FROM CONSTITUTION BLVD TO NASH ST	Mill and Overlay (2-3")	\$ 302,000
2023	2023.05 - WILSON CT FROM STONE MOUNTAIN ST TO END	Mill and Overlay (2-3")	\$ 57,000
2023	2023.06 - NORTHDALE RD FROM COLLINS HILL RD EXT TO HURRICANE SHOALS RD	Mill and Overlay (varies)	\$ 236,000
2023	2023.07 - TANNER ST FROM COLLINS HILL RD EXT TO END	Mill and Overlay (2-3")	\$ 48,000
2023	2023.90 - REGAL DR FROM W CROGAN ST TO W CROGAN ST	Other Funding Source	N/A
2023	2023.91 - DULUTH HWY FROM CVS PHARMACY TO UNIVER SITY PKWY	Other Funding Source	N/A
2023	2023.92 - PAPER MILL RD FROM SPRINGLAKE RD TO MCCART RD	Other Funding Source	N/A
2024	2024.01 - CROGAN ST FROM W PIKE ST TO SCENIC HWY	Reclamite	\$ 29,000
2024	2024.02 - PIKE ST FROM E CROGAN ST TO CVS PHARMACY	Reclamite	\$ 67,000
2024	2024.03 - KUBOL DR FROM GRAYSON HWY TO END	HA-5	\$ 14,000
2024	2024.04 - PAPER CREEK DR NEIGHBORHOOD	HA-5	\$ 66,000
2024	2024.05 - DOGWOOD PARK DR NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 79,000
2024	2024.06 - EZZARD ST FROM PAPER MILL RD TO JACKSON ST	MAQS / PressurePave Systems	\$ 89,000
2024	2024.07 - LUCKIE ST FROM S CULVER ST TO JACKSON ST	MAQS / PressurePave Systems	\$ 56,000
2024	2024.08 - N CLAYTON ST FROM BUFORD DR TO END	MAQS / PressurePave Systems	\$ 50,000
2024	2024.09 - PAPER MILL RD FROM E CROGAN ST TO SPRINGLAKE RD	MAQS / PressurePave Systems	\$ 126,000
2024	2024.10 - E CROGAN ST FROM SCENIC HWY TO VILLAGEWAY	MAQS / PressurePave Systems	\$ 300,000
2024	2024.11 - BENSON ST FROM E PIKE ST TO END	MAQS / PressurePave Systems	\$ 27,000
2024	2024.12 - SOUTHERN WAY NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 42,000
2024	2024.13 - BELMONT DR FROM HURRICANE SHOALS RD TO END	MAQS / PressurePave Systems	\$ 41,000
2024	2024.14 - S CLAYTON ST FROM SCENIC HWY TO CROGAN ST	Mill and Overlay (1-1.5")	\$ 436,000
2024	2024.15 - PIKE BLVD FROM W PIKE ST TO END	Mill and Overlay (1-1.5")	\$ 97,000
2025	2025.01 - HANARRY DR FROM LAWRENCEVILLE HWY TO END	Reclamite	\$ 14,000
2025	2025.02 - CHANNEL DR NEIGHBORHOOD	HA-5	\$ 21,000
2025	2025.03 - GRAYLAND HILLS DR NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 282,000
2025	2025.04 - LIVERY CIRCLE NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 102,000
2025	2025.05 - HENRY TERRACE NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 158,000
2025	2025.06 - JOHN CONNOR CT FROM HURRICANE SHOALS RD TO END	MAQS / PressurePave Systems	\$ 27,000
2025	2025.07 - SUMMER POND TRAIL NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 86,000
2025	2025.08 - PARK PLACE DR NEIGHBORHOOD	MAQS / PressurePave Systems	\$ 242,000
2025	2025.09 - SADDLE SHOALS DR NEIGHBORHOOD (MAQS)	MAQS / PressurePave Systems	\$ 112,000
2025	2025.10 - SADDLE SHOALS DR NEIGHBORHOOD (M+OL)	Mill and Overlay (1-1.5")	\$ 300,000
2025	2025.11 - HAMPTON SQUARE DR NEIGHBORHOOD	Mill and Overlay (2-3")	\$ 182,000



## CASE STUDY: Lawrenceville, GA

*“The DRIVE tool is a living pavement management plan, if our priorities or budget shift from year to year, we have the ability to adjust on-the-fly to still meet our goals. Kimley-Horn delivered exactly what we envisioned and needed to support our pavement plan.”*

Jim Wright, City Engineer  
Lawrenceville, GA