

RESOLUTION NO. 2026-05-1291R

**CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS  
A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT  
WITH CRAFTON TULL & ASSOCIATES, INC. FOR THE DEVELOPMENT OF  
A TWENTY-YEAR PAVEMENT MAINTENANCE PLAN; AND FOR OTHER  
PURPOSES**

**WHEREAS**, the City of Tontitown is responsible for the maintenance, repair, and preservation of municipal streets and related transportation infrastructure; and

**WHEREAS**, the City Council has determined that a long-term pavement management strategy is necessary to efficiently prioritize roadway maintenance, rehabilitation, and reconstruction projects; and

**WHEREAS**, Crafton Tull & Associates, Inc. (“Crafton Tull”) is qualified and experienced in pavement assessment, transportation planning, and municipal infrastructure management services; and

**WHEREAS**, the City desires to engage Crafton Tull to prepare a comprehensive Twenty-Year Pavement Maintenance Plan for the City’s street system, including pavement condition evaluation, maintenance recommendations, project prioritization, and budget forecasting; and

**WHEREAS**, the proposed professional services agreement with Crafton Tull is attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council finds that entering into this agreement is in the best interest of the city and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF TONTITOWN, ARKANSAS:**

**Section 1.** The Professional Services Agreement between the City of Tontitown and Crafton Tull & Associates, Inc. for the preparation of a Twenty-Year Pavement Maintenance Plan is hereby approved by the City Council.

**Section 2.** The Mayor and City Clerk/Recorder are hereby authorized and directed to execute all documents necessary to carry out the intent of this Resolution.

**Section 3.** Funding for the services described herein shall be paid from available street fund revenues.



This Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** on this 19 day of May 2026.

**APPROVED:**

Angela Russell  
Angela Russell, Mayor

**ATTEST:**

Rhonda Ardemagni  
Rhonda Ardemagni, City Clerk-Treasurer  
(SEAL)

**SPONSORSHIP AND LEGISLATIVE HISTORY**

Sponsor (Initiated By): Mayor Russell

Motion to Introduce Made By: MIKE WASHKOWIAK

Seconded By: Misty Piazza

Adopted / Passed: PASSED

Vote: Ayes 5 Nays \_\_\_ Abstain \_\_\_ Absent 1

This requirement is in addition to, and does not supersede, any authentication, attestations, or signature requirements imposed by state law or other provisions of the Tontitown Municipal Code.





**Exhibit "A"**  
**Civil Scope of Basic Services for:**

<b>Project:</b>	2026 Pavement Study	
<b>Client:</b>	City of Tontitown	
<b>Location of Project:</b>	Tontitown, AR	
<b>Discipline:</b>	Civil Engineering	
<b>Discipline Manager:</b>	Luke Jost, P.E.	
<b>Project Manager:</b>	Luke Jost, P.E.	
<b>Proposal Date:</b>	March 26, 2026	
<b>Billing Type:</b>	Hourly with a Maximum/Reimbursable Expenses (estimated \$500)	
<b>Fee/Estimate:</b>	Civil Design	Total: \$19,500
<b>Description of the Construction Project:</b>	Evaluate pavement conditions for existing streets within Tontitown city limits. Produce 20-year pavement maintenance plan.	

**Project scope:**

Update the Tontitown Pavement Inventory Study by reevaluating the road condition of streets within Tontitown city limits. Use the updated study information to develop the Tontitown 20-year Pavement Maintenance Plan. Analyze major culvert crossings of roadways in Tontitown (10 acre contributing drainage area or more).

Detailed services to be provided by the Engineer:

**Study Phase:**

- Conduct pavement condition study of streets within City of Tontitown limits.
- Produce report that documents pavement condition of roadway segments, failure types, and photographs.
- Produce culvert crossing analysis report of drainage ways with 10 acres or greater contributing drainage area.

**Planning Phase:**

- Prepare 20-year Pavement Maintenance Plan with Culvert Sizing Analysis

**Items Provided by City:**

- Site access

**END SCOPE OF SERVICES THIS CONTRACT** This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

**Additional Items that can be provided by CTA under amendment or separate contract:**

- Construction Observation
- ROW/Easement Acquisition Services
- Railroad Crossing design
- Retaining wall design (not anticipated)
- Structural/Bridge Designs
- FEMA applications/Coordination including CLOMR/LOMR process



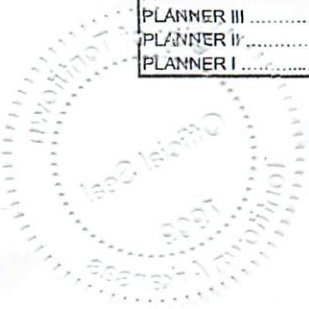


Exhibit "B"  
Standard Hourly Rate Schedule  
Effective January 1, 2026

Category	Hourly Rate
<b>ENGINEERING</b>	
ENGINEERING PRINCIPAL .....	\$ 270
SR. ENGINEERING MANAGER .....	\$ 240
ENGINEERING MANAGER .....	\$ 210
SR. PROJECT ENGINEER .....	\$ 180
PROJECT ENGINEER .....	\$ 160
ENGINEER INTERN III .....	\$ 145
ENGINEER INTERN II .....	\$ 135
ENGINEER INTERN I .....	\$ 125
SR. ENGINEERING DESIGNER .....	\$ 165
ENGINEERING DESIGNER III .....	\$ 130
ENGINEERING DESIGNER II .....	\$ 110
ENGINEERING DESIGNER I .....	\$ 100
ENGINEERING CAD TECHNICIAN III .....	\$ 95
ENGINEERING CAD TECHNICIAN II .....	\$ 85
ENGINEERING CAD TECHNICIAN I .....	\$ 75
<b>ENVIRONMENTAL</b>	
SR. ENVIRONMENTAL MANAGER .....	\$ 220
ENVIRONMENTAL MANAGER .....	\$ 185
SR. ENVIRONMENTAL SCIENTIST .....	\$ 155
PROJECT ENVIRONMENTAL SCIENTIST .....	\$ 125
ENVIRONMENTAL SCIENTIST II .....	\$ 100
ENVIRONMENTAL SCIENTIST I .....	\$ 80
ENVIRONMENTAL FIELD TECHNICIAN .....	\$ 65
<b>INSPECTION</b>	
INSPECTION MANAGER .....	\$ 140
SR. INSPECTOR .....	\$ 120
INSPECTOR II .....	\$ 100
INSPECTOR I .....	\$ 80
<b>UAV SERVICES</b>	
UAV TEAM LEAD .....	\$ 125
UAV PILOT .....	\$ 85
<b>ADMINISTRATIVE</b>	
ADMINISTRATIVE PRINCIPAL .....	\$ 240
ADMINISTRATIVE MANAGER .....	\$ 180
ADMINISTRATIVE IV .....	\$ 120
ADMINISTRATIVE III .....	\$ 95
ADMINISTRATIVE II .....	\$ 70
ADMINISTRATIVE I .....	\$ 55
<b>PLANNING</b>	
PLANNING PRINCIPAL .....	\$ 250
SR. PLANNING MANAGER .....	\$ 220
PLANNING MANAGER .....	\$ 210
SR. PLANNER .....	\$ 170
PROJECT PLANNER .....	\$ 130
PLANNER III .....	\$ 120
PLANNER II .....	\$ 110
PLANNER I .....	\$ 100

Category	Hourly Rate
<b>LANDSCAPE ARCHITECTURE</b>	
VICE PRESIDENT OF LANDSCAPE ARCHITECTURE .....	\$ 220
SR. LANDSCAPE ARCHITECTURE PROJECT MANAGER .....	\$ 195
LANDSCAPE ARCHITECTURE PROJECT MANAGER .....	\$ 180
SR. LANDSCAPE ARCHITECT .....	\$ 170
PROJECT LANDSCAPE ARCHITECT .....	\$ 155
LANDSCAPE DESIGNER III .....	\$ 125
LANDSCAPE DESIGNER II .....	\$ 115
LANDSCAPE DESIGNER I .....	\$ 100
LANDSCAPE DESIGN INTERN .....	\$ 80
LANDSCAPE CAD TECHNICIAN II .....	\$ 85
LANDSCAPE CAD TECHNICIAN I .....	\$ 75
<b>SURVEYING</b>	
SURVEYING PRINCIPAL .....	\$ 250
SR. SURVEYING MANAGER .....	\$ 215
SURVEYING MANAGER .....	\$ 190
SR. PROJECT SURVEYOR .....	\$ 165
PROJECT SURVEYOR .....	\$ 145
SURVEYOR INTERN II .....	\$ 125
SURVEYOR INTERN I .....	\$ 110
SURVEY COORDINATOR .....	\$ 120
CREW CHIEF II .....	\$ 110
CREW CHIEF I .....	\$ 95
FIELD SURVEYOR III .....	\$ 85
FIELD SURVEYOR II .....	\$ 75
FIELD SURVEYOR I .....	\$ 65
SURVEY CAD TECHNICIAN III .....	\$ 110
SURVEY CAD TECHNICIAN II .....	\$ 90
SURVEY CAD TECHNICIAN I .....	\$ 80
<b>GEOGRAPHIC INFORMATION SYSTEMS</b>	
SR. GIS MANAGER .....	\$ 180
GIS MANAGER .....	\$ 145
GIS ANALYST .....	\$ 110
GIS TECHNICIAN II .....	\$ 85
GIS TECHNICIAN I .....	\$ 65
<b>REIMBURSABLE EXPENSES</b>	
GPS Equipment .....	\$35/Hour
Robotic Survey Equipment .....	\$20/Hour
Bathymetric Survey Equipment .....	\$35/Hour
LIDAR Scanning Equipment .....	\$35/Hour
UAV .....	\$1000/Unit
Job Related Mileage .....	\$0.72/Mile
Per Diem for Out of Town Crews .....	Per GSA Allowable
Airfare and other travel related expenses .....	At Cost
Black and white 8.5"x11" Copies .....	\$0.15/sheet
Color 8.5"x11" Copies .....	\$1.50/sheet
Photo Paper Color Plan Sheet Copies .....	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum) .....	\$1.50/sq. ft.
Reproducible Plan Copies (Bond) .....	\$0.35/sq. ft.

*All rates are subject to change without notice.*



be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

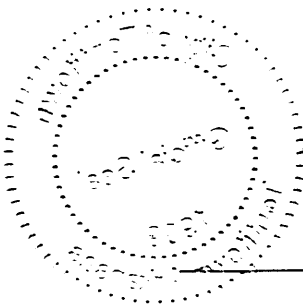
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for

all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit and accept Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either through mail, email or through other agreed upon electronic means.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.
- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.



- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- L. This Agreement is to be governed by the laws of the state in which the Project is located.
- M. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

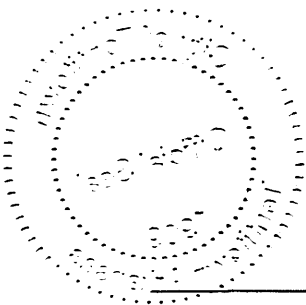
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

**9.01 Total Agreement**

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**Attachments: Exhibit A, Scope of Services  
Exhibit B, Standard Hourly Rate Schedule**



This Agreement's Effective Date is \_\_\_\_\_.

Owner: CITY OF TONTITOWN, AR

Engineer: CRAFTON, TULL & ASSOCIATES, INC.

By: \_\_\_\_\_  
(authorized individual's signature)

By: Lucas K. Jost  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Date: 04/10/2026  
(date signed)

Name: Angela Russell  
(typed or printed)

Name: Luke Jost, PE  
(typed or printed)

Title: Mayor  
(typed or printed)

Title: Vice President  
(typed or printed)

Address for giving notices:  
235 East Henri De Tonti  
Springdale, AR 72762

Address for giving notices:  
901 N 47<sup>th</sup> Street Suite 400  
Rogers, AR 72756

E-mail address for invoices:  
Planning@TontitownAR.gov

Designated Representative:

Designated Representative:

Name: Mark Latham  
(typed or printed)

Name: Luke Jost  
(typed or printed)

Title: City Planner  
(typed or printed)

Title: Vice President  
(typed or printed)

Phone: 479-361-2700

Phone: 479-878-2423

Email: Planning@TontitownAR.gov

Email: Luke.Jost@Craftontull.com

