

MEMORANDUM

TO: Members of Columbus Common Council

FROM: Paul A. Johnson

DATE: September 14, 2025

RE: Professional Services Agreement (PSA) with Ruekert and Mielke (RM)

I understand at the September 2, 2025 Council meeting the Council voted to go forward with Axiom Consultants and RM for a Design Services Agreement for the design of the future Public Safety Building. Jason Lietha of RM has provided a PSA to cover the design services offered by RM in support of this project and the Council has asked me to review the agreement. I have reviewed the proposed agreement and do not have any major objections or concerns. There are a few things to point out and a couple suggested changes. Below are my comments.

General Terms

This agreement is between the City of Columbus and RM. I understand that Axiom is a subsidiary of RM so this agreement is with the parent company. The Effective Date is listed as September 3, 2025. I suggest adjusting the Effective Date to September 16, 2025 of the agreement is approved at the upcoming meeting.

In section 4, it is provided that the obligations of RM will be done in a “reasonable time”. This term is not defined, and any specific timelines are to be included in Exhibit A. It is also contemplated that the parties will reduce the schedule and timeline to writing as part of this agreement. There is an estimated timeline attached to Exhibit A and the City should review that timeline and discuss any modification with RM as necessary. The City is responsible for making sure RM has what it needs as far as materials and information to properly do its job. If delays or changes in the schedule occur, those changes should be reduced to writing in order to keep both parties on the same page.

In section 5, RM will bill the City on a monthly basis for services actually rendered. The City agrees to pay each invoice within 30 days of the invoice date. Based on the City’s claims approval process, this may be a tight timeline. Late payments are subject to interest at 1.5% per month, but imposing that penalty is discretionary on the part of RM.

In section 8, it is stated that RM is the owner of any documents, drawings and specs prepared by RM, including copyright rules. This is normal in industry and RM grants the city a license to use the documents for the intended purpose but the City is not use any documents for purposes outside this project. In section 8.3.3 the City is being asked to indemnify RM if the City uses any documents without RM consent. I suggest adding language at the beginning of this section that provides the indemnity is limited by the provisions of section 893.80, stats, which caps the City's liability at \$50k.

Section 11.2 has a fee shifting provision that would require the City to pay the legal fees and expenses of RM if RM is forced to sue the City for violation of this agreement.

In section 12, I suggest adding the same language as referenced above which would cap the City's liability for indemnification under the rules of section 893.80, Stats. A clause to this nature should be added to section 12.1 and 12.2.

Exhibit A

This is where the specifics of the project are provided. It is stated that this is a complete architecture and engineering package. The proposal is based on a project with a 61,000 sq ft building and a building cost of \$27.45M. If these numbers are changed by the City, the price of the agreement may also change accordingly.

Exhibit A outlines the basic services to be provided by RM during this part of the project and is broken down into several phases with an estimated price for each phase. I will leave the engineering to RM and will focus on the legal side of things. Part 1, sections 1-4 cover the design part of the agreement. section 5 provides that once the City gives final approval to the design of the project, the project will be put out to bid by RM pursuant to WI bidding law. Once the project is bid and the contracts granted, section 6 provides that RM will then focus on being the City engineer for the project and will oversee the project per the contracts and construction plans.

In part 4 of Exhibit A, there is language which will allow for an adjustment to the price if the project is reduced. This section should be reviewed and understood by the City and if there is a reduction in price pursuant to this section, the reduction should be agreed to in writing.

These are my comments to date.