

City of Lincoln, Nebraska
A/E 2009 Instruction Sheet

1. Enter contracting firm name and if a corporation, partnership or limited liability company – enter the state of incorporation or registration. Payment cannot be issued without a Federal EIN number.
2. The Scope of services is designed to incorporate a proposal from the successful firm to be attached to the contract. This may be in letter form, but should identify the key components of the proposal and personnel/services involved (Appendix A).
3. All services are done on a not to exceed maximum price basis.
4. Supplemental services may be listed along with a separate not to exceed price on an optional basis. All supplemental services are billed and paid in the same fashion as basic services, but must be preauthorized by the City.
5. Compensation is paid out for actual costs not to exceed certain percentages based on milestones provided in the Project Schedule. This is the second attachment to the contract (Appendix B).
6. Compensation is based on a fixed fee and corresponds to the categories used for federal contracts and the state department of roads.
7. There are 2 basic forms, one for construction design and another for study based or master planning type consulting. Both use the same basic format and use a fixed fee payout according to project milestones.
8. The city maintains standard specifications and general conditions for construction contracts. The terminology and provisions of these city standard documents is incorporated in the contract documents. The contracting A/E needs to be thoroughly familiar with these provisions and how to properly refer to project specifications, special provisions and construction and materials specifications. Consistent usage and internal references are important. City standard specifications will apply for any utility and connector work in the public right of way.
9. The City is required to be an additional insured on the General Liability policy of the A/E. The insurance specifications are coordinated with other standard documents of the City and changes or requests for the A/E to be named additional insured on the construction contract must be specifically requested and authorized in advance.
10. A named project representative for the A/E is required. For consulting contracts, the personal services of this individual are considered integral to the contract.
11. Drawings and other deliverables are property of the City upon completion and payment.