DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS

TRAFFIC IMPACT ANALYSIS:
POTENTIAL CLOSURE OF THE GLENN STREET RAIL CROSSING
AND ANALYSIS OF TWO INTERSECTIONS ON N. MAIN STREET

PROJECT NO.: 2008-02

TYPE OF PROPOSAL: PROFESSIONAL SERVICES

PROPOSAL DUE DATE: **1:30 PM; March 11, 2008**

TO RECEIVE A PROPOSAL CONTACT: Dawn Lamb, Management Assistant

20 EAST MAIN STREET
ASHLAND OR 97520
541/488-5587
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CITY OF ASHLAND
DEPARTMENT OF PUBLIC WORKS

TRAFFICIMPACT ANALYSIS:
POTENTIAL CLOSURE OF THE GLENN STREET RAIL CROSSING
AND ANALYSIS OF TWO INTERSECTIONS ON N. MAIN STREET

The City of Ashland requests proposals for professional services required for a comprehensive traffic impact analysis associated with the following potential conditions:

1. Closure of the Glenn Street rail crossing and resulting impacts to the Hersey / Laurel intersection and rail crossing and other intersections in the study area.
2. Removal of the existing traffic signal at the intersection of Laurel and N. Main Street.
3. Realignment and signalization of the Hersey / Wimer / N.Main Street intersection.

This comprehensive traffic study will be used to assist the City and the Oregon Department of Transportation in evaluating the potential impacts of the proposed Glenn Street rail crossing closure on adjacent rail crossings and on the following intersections: a) Orange and Laurel Streets, b) Laurel and Hersey Streets, c) Laurel and N. Main Streets, and d) N. Main / Hersey / Wimer Streets.

Work elements are specifically described in the request for proposals but include:

1. Evaluate the intersections with regard to current geometry, site conditions, level of service, turning movements, current and 20 year future forecasted traffic volumes, and pedestrian and bicycle use.
2. Provide traffic control recommendations at the affected four intersection.
3. Identify mitigating measures to reduce any negative impacts that may result at the Hersey / Laurel Street rail crossing due to the potential closure of the rail crossing at Glenn Street. Propose options to the full improvements at the Laurel / Hersey Street intersection.
5. Provide reliable cost estimates and funding mechanisms for all recommendations and options.
6. Meet and discuss options with staff and provide a final report and presentation to staff and to City Council in a study session / workshop format.

Proposals must be received by 1:30 PM, March 11, 2008, in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520; mailing address: 20 E. Main Street Ashland OR 97520.
Facsimile or other electronic proposals are not acceptable. To receive a proposal, contact Dawn Lamb, Management Assistant and for further information regarding the project expectations, contact Jim Olson, Interim Public Works Director; both may be contacted at 541/488-5587.

Proposal documents are available at the above address and all proposals must address the RFP format. Proposals are limited to 5 pages (excluding resumes). Consultant selection will be based upon weighted criteria as cited in the Request for Qualifications document. A standard selection criterion includes, but is not limited to experience, availability, schedule, response time and cost. The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal, which appears to serve the best interest of the City of Ashland.

James H. Olson, PLS
Interim Public Works Director
SYNOPSIS
The City of Ashland is requesting proposals for professional services required to complete a comprehensive traffic impact analysis associated with the potential closure of the at-grade rail crossing at Glenn Street and the possible elimination of the traffic signal at North Main and Laurel Streets. This comprehensive traffic study will be used to help evaluate whether the proposed closure of the at-grade rail crossing at Glenn Street is appropriate for this site and what type of transportation improvements may be necessary at this location or at adjacent intersections to mitigate the potential closure. In addition to the specific analysis of the closure at the Glenn Street crossing, this study will also complete a review of the proposed safety improvements at the Laurel / Hersey at-grade crossings and propose recommended changes to the traffic pattern and current four-way stop at the Laurel / Hersey intersection. The work will also include a full analysis of the N. Main / Hersey / Wimer intersection with recommendations for improvements. Evaluations of the following intersections are specifically required, and others should be recommended as necessary:
   a. Orange Street and Laurel Street
   b. Laurel Street and Hersey Street
   c. Laurel Street and N. Main Street
   d. N. Main Street / Hersey Street / Wimer Street

CONCEPT
The City Council was recently faced with a difficult decision regarding the potential to close the Glenn Street rail crossing, one of nine active at-grade rail crossings within the City limits. The possible closure of Glenn Street was first introduced in a comprehensive “Railroad Crossing Evaluation” performed by HDR, Inc. of Portland, as commissioned by the Public Works Department in 2004. In their report, HDR analyzed each of the City’s nine at-grade crossings and offered suggestions for improvements including possible closure options. Only two crossings were listed as potential candidates for closure; Wightman Street and Glenn Street. Railroad crossing closures are important options to consider in light of ODOT’s goal to reduce the number of at-grade crossings statewide due to safety concerns. The entire report may be viewed on the City’s web site:  http://www.ashland.or.us/Files/03-13%20HDR%20Final%20Report%202002%2028%2004.pdf

Understanding the demands placed on the community’s transportation network by development or changes in traffic patterns are important dimensions to assess the overall operation of a transportation network. A traffic impact analysis will assess the effects that a particular change in traffic behavior will have on the transportation network in the community. Traffic impact analyses vary in their range of detail and complexity depending on the type, size and location of the proposed development or change. This comprehensive traffic study will be used to help evaluate whether the proposed closure of the at-grade rail crossing at Glenn Street (Ashland) is appropriate for this site and what type of transportation improvements may be necessary at this location or at adjacent intersections to mitigate the potential closure. This analysis will also address and make recommendations to the traffic control at the Hersey and Laurel Street intersection.
There are two other intersections which may be impacted by the Glenn Street rail closure, that also have unrelated conditions which must be addressed. The traffic signal at N. Main and Laurel Street is nearing obsolescence and must be analyzed as to its function, need and impact on traffic safety, as well as its function in relation to the possible Glenn Street rail closure and the operation of the N. Main / Hersey / Wimer intersection and proposed future realignment and signalization.

The N. Main / Hersey / Wimer intersection is the City's most problematic intersection and has by far the highest number of crashes of any intersection in Ashland. This analysis must include a comprehensive study of the intersection with special emphasis given to its future operations under conditions of a Glenn Street rail crossing closure and the probable elimination of the traffic signal at N. Main and Laurel Streets. A signal warrant study should be included with recommended options for improvement of this intersection.

BACKGROUND
The City of Ashland has nine at-grade rail crossings with various levels of passive or active protections. In an effort to improve these crossings and to gain approvals for adjacent street improvement projects, the City has been required to look at all adjacent crossings that may affect specific intersections.

Recently, the City approached the Oregon Department of Transportation (ODOT) Rail Division for a permit to improve the Hersey / Laurel Street crossing. This intersection crossing is complex due to the angle of the crossing and that two busy streets intersect near the center of the railroad crossing. ODOT Rail Division has suggested that the City simultaneously address the Glenn Street crossing to proceed with the improvement of the Laurel / Hersey Street rail crossing. The Rail Division recommended that the Glenn Street railroad crossing be closed to motorized vehicles and maintained only as a bicycle and pedestrian crossing.

Glenn Street is the northern most crossing within the City limits. The crossing is located in a residential neighborhood with the lowest average daily traffic of all of the City's nine at-grade crossings. The grade crossing has passive protection with a stop sign, crossbucks, advance warning sign and pavement markings, and no parking striping on the curbs on the approach quadrants. It is signed Glenn Street to the west of the tracks and Orange Street east of the tracks. The crossing surfacing material is asphalt over ties with gravel/ballast for the sidewalk on the south side of no separate bike lanes or striping. Train speed is 20 mph on Class 2 track with poor sight distance for train operations headed south towards the crossing. Glenn St has the lowest average daily traffic (ADT) of all the crossings in Ashland with a current ADT of 985 and a forecast ADT in year 2023 of 1300. The sight distance is poor for both trains and vehicles; trains have poor sight distance headed south toward the crossing. Sight distance for vehicles approaching the crossing is poor to the north due to the curvature of the tracks; vehicles heading west on Orange Street approaching the tracks from Quiet Village make a near 70 degree turn less than 150 feet prior to the tracks as drivers head toward North Main Street. The crossing is located in a residential neighborhood with single-family detached housing on the east side of the tracks and multifamily apartment/condominiums to the west. It is two blocks east of Highway 99 (North Main Street).

The Hersey / Laurel at-grade crossing is an existing public grade crossing across the single mainline track of the Central Oregon and Pacific Railroad (CORP). It is in the northern section of the City of Ashland, with Hersey designated as an Arterial under the Federal Highway Administration classification and as an Avenue under the City of Ashland Transportation System Plan (TSP) designation. Laurel Street is classified as a Collector and designated as an Avenue. The grade crossing has passive protection with stop signs,
crossbucks, advance warning sign and pavement markings, and no parking striping on the curbs on the approach quadrants. Hersey and Laurel intersect at the grade crossing with the tracks heading south from the northeast corner of the intersection to the southwest corner. The crossing surfacing material is asphalt over ties with gravel/ballast for the sidewalks. Train speed is 20 mph on Class 2 track with poor sight distance for train operations headed south towards the crossing due to vegetation along Laurel Street to the east. Immediately south of the grade crossing is a wayside signal for train operations for the siding track approaching the rail yard. Hersey Street has a 2003 ADT of 2750 and forecast 2023 ADT of 4900. Laurel Street has a 2003 ADT of 1630 and a forecast 2023 ADT of 2200. Sight distance for vehicles approaching the crossing is poor to the north due to the vegetation around the tracks. The crossing is located in a residential neighborhood with single family detached housing in three quadrants and rail accessible industrial property in the southeast quadrant. It is four blocks east of Highway 99 (North Main Street).

HDR recommended the following upgrades for the Hersey / Laurel crossing: Upgrade all approaches to the crossing to Avenue standards per the City's TSP with separate 6' bike lanes and 5' sidewalks with planting strip across railroad tracks. A full upgrade would include installation of concrete crossing panel surfacing for both the sidewalks and roadway, and active railroad signal protection with flashing lights and gates intertied with the adjacent grade crossings at Glenn and Helman streets.

The intersection of **N. Main and Laurel Street** is currently a signalized intersection. The signal was installed in the 1950s and is the City's oldest operating traffic signal. Due to its age, it is becoming difficult to find parts to keep the signal operating. Eventually it will become necessary to either remove the signal or replace it. With the closure of Briscoe School several years ago, ODOT contends that warrants are no longer met and that it would be more expedient to remove the signal then to replace it. In 2007, the signal was out of operation for nearly a month following a severe winter storm and tree limb damage. The public reacted very strongly in opposition to a rumor that ODOT would not re-activate the signal.

The N. Main and Laurel Street intersection signalization should be analyzed as to its need and effectiveness especially as it relates to the closure of the Glenn Street rail crossing and its impacts on adjacent N. Main Street intersections specifically the N. Main / Hersey / Wimer intersection. ODOT's signal warrant study should be acquired, reviewed and considered as a part of this study. The consultant must determine the current and future levels of service both with and without signalization and both with the current condition and proposed closure of the Glenn Street rail crossing.

As previously mentioned, the **N. Main / Hersey / Wimer intersection** is the City's most problematic intersection and has by far the highest number of crashes of any intersection in Ashland. N. Main Street, also referred to as Highway 99 or Rogue Valley Highway No. 63, is an ODOT facility with an average daily traffic of 19,800 vehicles per day. At milepost 19.64, the highway is intersected by two City streets; Hersey Street and Wimer Street. While the two streets intersect nearly perpendicular, the centerlines are offset by over 20 feet. Since there are no dedicated turn lanes on N. Main Street, a left turn from N. Main onto either street is difficult especially when both north and south bound traffic are attempting to turn at the same time. The offset is enough to completely block the movement resulting in driver confusion. Consequently, the crash rate at the intersection is the highest of any intersection in the City.

This analysis must include a comprehensive study of the intersection with special emphasis given to its future operations under conditions of a Glenn Street rail crossing closure and the probable elimination of the traffic signal at N. Main and Laurel Streets. A signal warrant study should be included with recommended options for improvement of this intersection.
The level of service should be determined for each situation as well as an evaluation of its operational and safety performances. Options for improvement of the intersection should be set forth to address as a minimum; geometric changes; traffic control and signing improvements; signalization installation; and signal timing and phasing with reference to the existing N. Main street signals.

A. Prior discussions with ODOT Rail Division
Following the City's preliminary application to improve the Hersey / Laurel Street crossing, ODOT Rail Division convened a “diagnostic review” of that and the adjacent crossings. The review team consisted of staff from ODOT, Central Oregon & Pacific Railroad (CORP) and the City. ODOT and CORP were unanimous in their recommendation that the Glenn Street crossing must be considered with the Hersey / Laurel crossing and that the Glenn Street crossing should be closed to vehicular traffic. It was further recommended that the south leg of the Laurel Street also be closed. Engineering staff argued that the request was being made without a good understanding of the traffic demands and patterns in the area. With the closure of Briscoe School, Laurel Street serves as a “safe route” to Helman School and it also provides a major connector to the Quiet Village area. Staff expressed the fact that a crossing closure would not decrease the number of vehicles crossing the tracks, it would only decrease the points at which they could cross. At the conclusion of the diagnostic review, engineering staff asserted that the Laurel Street crossing closure was not possible and the Glenn Street crossing closure was unlikely. Certainly the two crossings closures together would be impossible due to the negative impact on traffic patterns and emergency response efforts.

B. Safety
A complete assessment of whether or not safety would specifically increase by closing the Glenn Street crossing has not yet been completed. Although potential points of impact between trains and vehicles would certainly decrease on Glenn Street, the traffic volumes would likely increase at adjacent crossings (Laurel/Hersey primarily). Out of direction travel and detours required to accommodate crossing closures would likely add additional elements of potential conflict for traffic.

C. Emergency Response
In discussions with the Ashland Fire Department, they indicated that open streets are always a preference, but they do not see any delay in response with the closure of the Glenn Street crossing. While Laurel Street is a preferred emergency response route, Glenn Street is not. If the crossing is maintained as a pedestrian and bike route, that could be used under very strained circumstances as an emergency route if needed.

D. Other Service Providers
RVTD has a stop at Glenn Street that would not be impacted. Staff has not yet contacted the Ashland School District regarding any transportation impacts to their operations. Other service providers such as Ashland Sanitary could also be impacted by the closures.

E. Neighborhood Impact
Perhaps one of the most significant impacts would be to the local neighborhoods that have historically used the crossings in their daily trips to and from home. Change is not a welcome fact of life and to pose an alternative routing may meet with stiff resistance with many citizens. It is expected that many within the Quiet Village neighborhood may oppose any crossing closure or significant change on Laurel or Glenn Street as these two crossings provide connectivity for the neighborhood and to Helman School.
WORK DESCRIPTION

I. Scope of Work: It is recommended that proposers elaborate or add to the proposed scope of work to complete a comprehensive traffic impact analysis associated with the following potential conditions:
   A. Closure of the rail crossing at Glenn Street and resulting impacts to the Hersey / Laurel intersection/rail crossing.
   B. Removal of the existing traffic signal at the intersection of Laurel Street and N. Main Street.
   C. Realignment and signalization of the Hersey / Wimer / N.Main Street intersection.

This comprehensive traffic study will be used to assist the City and the Oregon Department of Transportation in evaluating the potential impacts of the proposed Glenn Street rail crossing closure on adjacent rail crossings and at a minimum on the following intersections:
   1) Orange Street and Laurel Street
   2) Laurel Street and Hersey Street
   3) Laurel Street and N. Main Street
   4) N. Main Street / Hersey Street / Wimer Street

II. Project Elements: include but are not limited to:
   A. Verify the overall study areas limits through a preliminary scoping meeting prior to starting any work to insure this analysis will provide a complete, accurate and useful study.
   B. Evaluate the current traffic volumes and future travel demands within the area. Evaluate the above intersections under present conditions and under the condition of the closure of the Glenn Street rail crossing, both for current and future traffic volumes. The future analysis (20 year forecast) should include the impact added by a full build-out of the proposed Verde Village Subdivision (Helman and Nevada Street) and the Helman Springs Subdivision (between Randy Street and Otis Street). The City's is currently in the process of updating the Transportation System Plan and the consultant team (HDR Inc.) may have additional relevant traffic information.
   C. Conduct traffic movement studies at various intersections as needed to evaluate current traffic movements and future demand.
   D. Based on accepted practices, forecast additional traffic at the various intersections identified within the study area associated with future changes and the potential closure at the Glenn Street rail crossing.
   E. Evaluate the current geometry and site conditions, level of service, turning movements, current and forecasted traffic volumes, and pedestrian and bicycle use at each of the specifically mentioned intersections and any other critical intersections within the study area. At the Glenn Street rail crossing pay particular attention to sight distance at access points, proximity of access points to other existing drives or intersections, and the impacts with the conflicts of trains and vehicles, pedestrians and bicyclists.
   F. Identify potential problems with the potential closure of the rail crossing at Glenn Street.
   G. Identify mitigating measures to reduce the negative impacts, insure safe and reasonable traffic conditions on streets should the potential closure of the Glenn Street rail crossing be completed.
H. Evaluate the current geometry and site conditions of the Hersey / Laurel Street rail crossing including sight distance at access points, proximity of access points to other existing drives or intersections, and the impacts with the conflicts of trains and vehicles, pedestrians and bicyclists.

I. Identify impending problems that may result at the Hersey / Laurel Street rail crossing due to the potential closure of the rail crossing at Glenn Street.

J. Identify mitigating measures to reduce the negative impacts that may result at the Hersey / Laurel Street rail crossing due to the potential closure of the rail crossing at Glenn Street, to insure safe and reasonable traffic conditions. Propose options to the full improvements at Laurel / Hersey; specifically can the overall Laurel / Hersey intersection be improved significantly without the addition of full crossing arms. And without the crossing arms, is the four-way stop the best traffic control option.

K. Provide a safety assessment of whether or not safety would specifically increase or decrease by closing the Glenn Street crossing.

L. Provide an assessment of whether or not emergency vehicle access would be negatively impacted by closing the Glenn Street crossing.

M. Provide further analysis of the traffic signal at N. Main and Laurel Street to determine it's effectiveness and continued need. Determine levels of service with and without the signal. Include any optional traffic control recommendations. The N. Main and Laurel Street intersection signalization should be analyzed as to its need and effectiveness especially as it relates to the closure of the Glenn Street rail crossing and its impacts on adjacent N. Main Street intersections specifically the N. Main / Hersey / Wimer intersection. ODOT’s signal warrant study should be acquired, reviewed and considered as a part of this study. The consultant must determine the current and future levels of service both with and without signalization and both with the current condition and proposed closure of the Glenn Street rail crossing.

N. Provide further analysis of the N. Main Street / Hersey Street / Wimer Street intersection. Determine current and future levels of service both with and without the signal at N. Main and Laurel Street and recommend improvement options. This analysis must include a comprehensive study of the intersection with special emphasis given to its future operations under conditions of a Glenn Street rail crossing closure and the probable elimination of the traffic signal at N. Main and Laurel Streets. A signal warrant study should be included with recommended options for improvement of this intersection.

O. The level of service should be determined for each situation as well as an evaluation of its operational and safety performances. Options for improvement of the intersection should be set forth to address as a minimum; geometric changes; traffic control and signing improvements; signalization installation; and signal timing and phasing with reference to the existing N. Main street signals.

P. Identify mitigating measures to reduce any negative impacts that may result at the Hersey / Laurel Street rail crossing due to the potential closure of the rail crossing at Glenn Street, to insure safe and reasonable traffic conditions. Propose options to the full improvements at Laurel / Hersey.

Q. Provide reliable cost estimates and funding mechanisms for all recommendations and options.
R. Meet and discuss options with staff.

S. Provide a final report and presentation to staff

T. Provide a final report and presentation to City Council in a study session / workshop format.

U. Consultant is responsible for all presentation materials during working meetings and neighborhood / council meetings.

V. Provide 15 copies of all reports, technical memoranda and presentation materials.

W. Provide a copy of all technical memoranda and reports/recommendations in digital, MicroSoft Word, Excel, or Power Point, format.

III. Description Of Consultant Duties:

A. Provide a basic understanding to follow the scope of work, and detailed cost estimates for the services to be performed, time frame and an acceptable list of project personnel.

B. Research and prepare adequate materials for the project elements as described in the scope of work.

C. Prepare presentation materials for various public and informational meetings.

IV. Additional Consultant’s Responsibilities:

A. Professional Engineer: Consultant shall be a registered Professional Engineer in Oregon.

B. Personnel, Materials & Equipment: The consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

C. Business License Required: The selected consultant must have a current City of Ashland business license prior to conducting any work for the City.

D. Professional Responsibilities: The consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply with all applicable codes and standards.

V. City Responsibilities: In the development and implementation of this project the City of Ashland will assume the following responsibilities:

A. Provide a project manager and liaison.

B. Staff will provide available background information on the traffic counts, projections, crash data and any additional existing data for the study area that is requested.

C. Provide timely reviews of consultant’s technical reports or other submittals.
map
PROPOSAL CONTENTS

The consultant shall submit three copies of their proposal for consideration by the City. A committee will rate submitted proposals according to the criteria to determine which submittal best fits the needs of the City. The proposal shall address each of the following listed items and shall be organized in accordance with this section of the proposal.

Proposal shall include the following information:

Title of Project: TRAFFIC IMPACT ANALYSIS FOR POTENTIAL CLOSURE OF THE GLENN STREET RAIL CROSSING

Proposer's Contact Information:
  Name:
  Title:
  Address:
  Phone & Fax Number:

Date of Opening: 1:30 PM; March 11, 2008

PROPOSAL CRITERIA

Each proposal is limited to no more than 5 pages. Resumes do not count in the proposal page limit and may be attached as an appendix. The proposal shall contain the following information:

A. Transmittal Sheet / Cover Letter
B. Project description including firm's scope of services and ability to complete project elements
C. Firm's capabilities and resources
D. Proposed staff and time commitments for primary staff members and references (maximum of five recent references on similar projects). Include prior experience with similar traffic impact studies / analyses.
E. Project Calendar with specific completion dates and milestone dates for each major work element.
F. Cost of Services (fee structure, number of hours for each task and the total fee including all reimbursable items)
PROPOSAL EVALUATION AND SELECTION

I. REVIEW
Proposals will be reviewed and evaluated by personnel from the City of Ashland Department of Public Works. Each proposal will be evaluated on content quality and completeness as described in the preceding section. Interviews may be conducted with the top ranking firms if the City deems it necessary.

II. EVALUATION CRITERIA
Each proposal will be judged as a demonstration of the consultant’s capabilities and understanding of the services requested. Selection of a consultant shall be made in accordance with ORS 279C.400-410 for public improvements. Evaluation will be as follows:

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<th>Criteria</th>
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<tr>
<td>A. Transmittal Sheet / Cover Letter</td>
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<tr>
<td>B. Project Description and Understanding</td>
<td>20</td>
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<tr>
<td>C. Firms Capabilities, Resources and References</td>
<td>40</td>
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<tr>
<td>D. Primary Staff and Proposed Time Commitments</td>
<td>10</td>
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<td>E. Project Calendar</td>
<td>15</td>
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<td>F. Cost of Services</td>
<td>10</td>
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<td><strong>TOTAL:</strong></td>
<td><strong>100</strong></td>
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III. CITY RESERVATION
The City of Ashland reserves the right to waive irregularities or discrepancies in a proposal if the City determines that the waiver is in the best interest of the City.

IV. ADDENDA TO THE RFP
The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by offerors raise issues that require clarification by the City, or the City decides to revise any part of this RFP, addenda will be provided to all persons known to the contact person who have received or will subsequently receive the RFP. Receipt of addenda must be acknowledged by signing and returning it with the proposal.

V. PROTEST
Any prospective consultant who contends that the provisions of the RFP or any aspect of the procurement process will encourage favoritism in the award of the contract, or substantially diminish competition, must file a written protest to the RFP at least ten days prior to the date set for the opening of proposals. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS subchapter 279A or subchapter 279C, Ashland Municipal Code Chapter 2.50, “Public Contracts,” or Chapter 2.52, “Personal Service Contracts.”
CONTRACT AND TERMS

I. CONTRACT
The consultant selected by the City will be expected to enter into a written contract in the form attached to this RFP in the Appendix. The proposal should indicate acceptance of the City's contract provisions or suggest reasonable alternatives that do not substantially impair the City's rights under the contract. If inclusion of any of the City's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by the City without offering acceptable alternatives may result in disqualification of the offeror or a less favorable evaluation of its proposal. Proof of required insurance is made part of this contract. Acceptance is not complete unless and until proof of required insurance is submitted to the City.

II. CONTRACT TERM
It is anticipated that this work can be completed within 3 months and that the consultant will define the time necessary to complete the contract, but in no case shall the analysis and permit renewal extend beyond June 1, 2008.
Consultant services contract made on the date specified below in Recital A between the City and Consultant as follows:

Recitals:

A. The following information applies to this contract:

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<th>CITY: CITY OF ASHLAND</th>
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<tr>
<td>City Hall</td>
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<tr>
<td>20 E. Main St.</td>
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<tr>
<td>Ashland, Oregon 97520</td>
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<td>(541) 488-6002</td>
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<td>FAX: (541) 488-5311</td>
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<th>Consultant:</th>
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Date of this agreement:

¶ B: RFP date:
¶ Proposal date:

2.2. Contracting officer:

2.4. Project:

6. Consultant's representative:

8.3. Maximum contract amount:

B. On the date noted above, City issued a request for proposals (RFP) for consulting services needed by City for the project described above. Consultant submitted a proposal in response to the RFP on the date noted above.

C. After reviewing Consultant's proposal and proposals submitted by other offerors, City selected Consultant to provide the services covered by the RFP.

City and Consultant agree as follows:

1. Relationship between City and Consultant:
Consultant accepts the relationship of trust and confidence established between Consultant and City by this contract. Consultant covenants with the City to perform services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of consultant's caliber in the locality of the project. Consultant further covenants to cooperate with City, City's representatives, contractors, and other interested parties in furthering the interests of City with respect to the project. In order to promote successful completion of the project in an expeditious and economical manner, Consultant shall provide professional consulting services for City in all phases of the project to which this contract applies, serve as City's professional consulting representative for the project, and give professional consultation and advice during the term of this contract. Consultant acknowledges that City is relying on consultant to provide professional consulting services in a manner that is consistent with the interests of City.

2. Definitions:
Generally words, terms and phrases used in this contract shall have the meaning ascribed to them in the construction industry, unless the context clearly indicates otherwise. As used in this contract:

2.1. "City" means the City of Ashland, Oregon.
2.2. "Contracting officer" means the person specified in Recital A above or that person's designee.
2.3. "Project" means the project described in Recital A.
2.4. "Work" or "Services" shall mean all labor, materials, plans, specifications, opinions, reports, and other consulting services and products which Consultant is required to provide under this contract.

3. **Term**: The term of this contract shall commence on the date specified in Recital A above and end on completion of all services required by this contract unless sooner terminated as provided in this contract.

4. **Authority of Contracting Officer**: The contracting officer shall have the authority to act on behalf of City in the administration and interpretation of this contract. The contracting officer shall have complete authority to authorize services, transmit instructions, receive information, interpret and define City's policies and make other decisions with respect to Consultant's services.

5. **Consulting Services**: Consultant shall provide services to City that are described in the RFP.
   5.1. In connection with the services described in the RFP, Consultant shall:
      5.1.1. Consult appropriate representatives of City to clarify and define City's requirements relative to the services.
      5.1.2. Review available data relative to the services.
      5.1.3. Identify data which is not available and is needed to fulfill the services, and act as City's representative in obtaining such data.
      5.1.4. Prepare monthly progress reports to the contracting Officer on the status of services.
      5.1.5. Cooperate with other consultants retained by City in the exchange of information needed for completion of the services and the project.
   5.2. Consultant shall commence performance of services within five days after receiving written authorization from the contracting officer for work described in the RFP. Consultant shall perform the services as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Upon request of City, Consultant shall submit for City's approval, a schedule for the performance of work elements described in the RFP. Each schedule shall include allowance for periods of time required for City's review and approval of Consultant's services. Each schedule, approved by City, shall become a part of this contract.
   5.3. Consultant shall perform the services as an independent contractor in accordance with generally accepted standards in Consultant's profession. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services performed by Consultant. Consultant shall, without additional compensation, correct or revise any error or deficiencies in the services that are caused by Consultant's negligence. City's review, approval, acceptance of, or payment for, any of the services shall not be construed to waive any of City's rights under this contract or of any cause of action arising out of Consultant's services. In the event of any breach of this contract by Consultant or negligent performance of any of the services, City's cause of action against Consultant shall not be deemed to accrue until City discovers such breach or negligence, or should have, with reasonable diligence, discovered such breach or negligence. The preceding sentence shall not be construed, however, to allow City to prosecute an action against Consultant beyond the maximum time limitation provided by Oregon law.

6. **Assignment of Consultant's Personnel**:
   6.1. The services covered by this contract shall be rendered by, or under the supervision of the person specified in Recital A above, who shall act as Consultant's representative in all communications and transactions with City.
   6.2. Consultant will endeavor to honor reasonable specific requests of City with regard to assignment of Consultant's employees to perform services if the requests are consistent with sound business and professional practices.

7. **Responsibilities of City**:
   7.1. City will cooperate fully with Consultant to achieve the objectives of this contract.
7.2. City will provide information, documents, materials and services that are within the possession or control of City and are required by Consultant for performance of the services.

7.3. City will arrange for access to, and make all provisions for Consultant to enter upon, public and private property as required for Consultant to perform the services.

7.4. City will provide all permits necessary for completion of the project.

7.5. The contracting officer will act as liaison between City, Consultant, public agencies, and others involved in the project.

8. Payment:

8.1. City shall pay Consultant for services and reimburse Consultant for expenses incurred by Consultant in performance of services in accordance with a payment schedule to be submitted by Consultant and accepted by City. No reimbursement will be made for expenses that are not specifically itemized in this payment schedule without prior approval by the contracting officer.

8.2. Consultant shall submit monthly invoices to City for Consultant's services within ten days after the end of the month covered by the invoice.

8.3. Total payments under this contract or any amendments shall not exceed the sum specified in Recital A above.

9. Compliance with Law:

9.1. This contract will be governed by and construed in accordance with laws of the State of Oregon. Consultant shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, City and city governments with respect to the services including, but not limited to, provisions of ORS 279C.505, 279C.515, 279C.520 and 279C.530.

9.2. Pursuant to ORS 279C.520(2) any person employed by Consultant who performs work under this contract shall be paid at least time and a half pay for all overtime in excess of 40 hours in any one week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209.

9.3. Consultant is a “subject employer” as defined in ORS 656.005 and shall comply with ORS 656.017. Prior to commencing any work, Consultant shall certify to City that Consultant has workers’ compensation coverage required by ORS Chapter 656. If Consultant is a carrier insured employer, Consultant shall provide City with a certificate of insurance. If Consultant is a self-insured employer, Consultant shall provide City with a certification from the Oregon Department of Insurance and Finance as evidence of Consultant’s status.

9.4. If the amount of this contract is $15,964.00 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the attached notice predominantly in areas where it will be seen by all employees.

10. Ownership of Documents:

All documents prepared by Consultant pursuant to this contract shall be the property of City. To the extent permitted by law, City shall, within the limits of the Oregon Tort Claims Act, defend, indemnify and hold harmless Consultant, its consultants, agents and employees against all damages, claims, expenses and losses arising out of any reuse of plans, specifications and other documents prepared by Consultant without prior written authorization of Consultant.

11. Records:

11.1. Consultant shall develop and maintain complete books of account and other records on the services which are adequate for evaluating Consultant’s performance. Consultant shall maintain records in such a manner as to provide a clear distinction between the expenditures and revenues related to the project and the expenditures and revenues related to Consultant’s other business.
11.2. Consultant's books and records shall be made available for inspection by City at reasonable times, to verify Consultant's compliance with this contract. City shall have the right to request an audit of Consultant's books and records by a certified public accountant retained by City.

12. Indemnification:
Consultant shall defend, indemnify and save City, its officers, agents, and employees harmless from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death), or damage to property (including loss or destruction), of whatsoever nature arising out of or incident to the negligent performance of this contract by Consultant (including but not limited to, the negligent acts or omissions of Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any claims, actions, costs, judgments, damages or other expenses, directly and proximately caused by the negligence of City.

13. Insurance:

13.1. Consultant shall, at its own expense, at all times during the term of this contract, maintain in force:

13.1.1. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance;

13.1.2. A professional errors and omissions liability policy; and

13.1.3. A comprehensive automobile liability policy including owned and non-owned automobiles.

13.2. The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of $500,000 per occurrence (combined single limit for bodily injury and property damage claims) or $500,000 per occurrence for bodily injury and $100,000 per occurrence for property damage.

13.3. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by subsection 13.1.2.

13.4. Contractor shall submit certificates of insurance acceptable to the City with the signed contract prior to the commencement of any work under this agreement. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage cannot be made until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

14. Default:

14.1. There shall be a default under this contract if either party fails to perform any act or obligation required by this contract within ten days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice is of such a nature that it cannot be completely cured within the ten day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

14.2. Notwithstanding subsection 14.1, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this contract.

14.3. If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.

14.4. Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Jackson County.

15. Termination:

15.1 Mutual consent. This contract may be terminated at any time by mutual consent of both parties.

15.2 City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
15.3 **For Cause.** City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by City under any of the following conditions:

a. If City funding from federal, state, county, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

b. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or

c. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract for any reason denied, revoked, suspended, or not renewed.

15.4 **For Default or Breach.**

a. Either City or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.

b. Time is of the essence for Contractor’s performance of each and every obligation and duty under this contract. City by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.

c. The rights and remedies of City provided in this subsection (15.4) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15.5 **Obligation/Liability of Parties:** Termination or modification of this contract pursuant to subsections 15.1, 15.2, 15.3 and 15.4 above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 15.1, 15.2, 15.3 and 15.4 of this section, Contractor shall immediately ceased all activities under this contract, unless expressly directed otherwise by City in notice of termination. Further, upon termination, Contractor shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

16. **Funds Available and Authorized:** City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City’s fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultants, with no further liability to Consultants.

17. **Notices:**

Any notice required to be given under this contract or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered or certified mail, or by any other manner prescribed by law.

17.1. Notices to City shall be addressed to the contracting officer at the address provided for the City in Recital A above.

17.2. Notices to Consultant shall be addressed to the Consultant's representative at the address provided for the Consultant in Recital A above.
18. Assignment:
City and Consultant and the respective successors, administrators, assigns and legal representatives of each are bound by this contract to the other party and to the partners, successors, administrators, assigns and legal representatives of the other party. Consultant shall not assign or subcontract Consultant's rights or obligations under this contract without prior written consent of City. Except as stated in this section, nothing in this contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

19. Governing Law; Jurisdiction; Venue: This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, “the claim”) between the City (and/or any other or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

20. MERGER CLAUSE: THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

21. Modification:
No modification of this contract shall be valid unless in writing and signed by the parties.

CONSULTANT

By: ____________________________________________
   Signature
   ____________________________
   Printed Name

CITY OF ASHLAND

By: ____________________________
   ____________________________
   Lee Tuneberg
   Finance Director

Its: ____________________________

Fed ID# _________________

REVIEWED AS TO FORM:

By: ____________________________
   ____________________________
   Legal Department
   Date: ________________

REVIEWED AS TO CONTENT:

By: ____________________________
   ____________________________
   Department Head
   Date: ________________

Coding: ____________________________
   (For City use only)
CERTIFICATIONS OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

(a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and

(b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and

(c) The work under the Contract shall be performed in accordance with the highest professional standards, and

(d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

_____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

_____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____ (3) Telephone listing is used for the business separate from the personal residence listing.

_____ (4) Labor or services are performed only pursuant to written contracts.

_____ (5) Labor or services are performed for two or more different persons within a period of one year.

_____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

_________________________      ___________________
Contractor        Date
City of Ashland

LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

$11.44 per hour effective June 30, 2004
(Increases annually every June 30 by the Consumer Price Index)

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds $15,964 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees, and has received financial assistance from the City of Ashland in excess of $15,964.
- If their employer is the City of Ashland including the Parks and Recreation Department.

In calculating the living wage, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

For additional information:

Call the Ashland City Administrator’s office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city’s website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it will be seen by all employees.
Form W-9
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

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Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).

However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on
page 3. For other entities, it is your employer identification number (EIN). If you do not have a number,
see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose name
to enter.

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Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here  Signature of U.S. person

Date

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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.