



**City of Tacoma  
Citywide**

**Homeless Encampment Mitigation  
RFB Specification No. CT22-0080F**

**QUESTIONS and ANSWERS 2**

All interested parties had the opportunity to submit questions in writing by email to Tad Carlson by 3:00 pm on July 6, 2022. Answers to received questions are provided below and posted to the City's website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org): Navigate to *Current Contracting Opportunities / Public Works*, and then click *Questions and Answers* for this Specification. This information IS NOT considered an addendum. Respondents should consider this information when submitting their proposals.

- Question 1:** My team was reviewing the RFP document and we noticed a discrepancy in the performance bond percentage. On page 15, it states that 25% is required. Page 48 states that it is a 100% requirement. What is the correct percentage?
- Answer 1:** *Payment and Performance bonds will be required at 25% of the contract value since this is an on-call contract.*

difficult to access location (e.g., on/near a waterway or railway line, on a heavily covered hillside, tight under a bridge, etc. Please clarify how you would like us to account for these costs in our pricing response?

**Answer 5:** *Part of the response package is to provide a list of equipment your firm has available to complete the scope of work. The Bid Proposal Sheet includes a line item for quoting markup percentage on any required equipment rental.*

*Please provide a list of anticipated materials as well as a markup that will be applied to those materials. See updated Bid Proposal Sheet in Addendum 1. The City will have sole discretion in determining which materials are used in the performance of the work.*

**Question 6:** Re: the requirement to provide an hourly rate for landscaping services – how should we calculate this (e.g., should this be a cost+ item)?

**Answer 6:** *Note that prevailing wage applies to this labor group. Please quote this item as prevailing wage plus markup percentage. See updated Bid Proposal Sheet in Addendum 1*

**Question 7:** Is this contract subject to LEAP (Local Employment and Apprenticeship Training)? If yes, is participation mandatory? Given the on-call nature of the work and specialized training required (e.g., HAZWOPER, blood borne pathogen, confined space entry, etc.), we would be surprised if either answer is yes.

**Answer 7:** *This contract is subject to LEAP. Failure to meet LEAP requirements is subject to a monetary penalty. The LEAP Office will make every effort to aid with locating local workers certified in the required specialized training areas. Review of LEAP Utilization will be completed at the end of the project. Contact information: [leap@cityoftacoma.org](mailto:leap@cityoftacoma.org).*

**Question 8:** How do you define personal property and what are your expectations for how we should manage/document this aspect of project work? Please provide the address that personal property should be taken to, and please confirm the City will be fully responsible for storage, providing access, etc.

**Answer 8:** *Personal property is defined by the City of Tacoma's encampment removal policy as:*

*An item that is reasonably recognizable as belonging to a person; has apparent utility in its present condition and circumstances; and is not hazardous.*

- *Examples of personal property include but are not limited to identification documents, personal papers and/or legal documents, tents, bicycles, radios and other electronic equipment, eyeglasses, prescription medications, photographs, jewelry, and medical devices such as crutches or wheelchairs.*
- *Personal property does not include building materials such as wood products, metal, pallets, or rigid plastic, nor does it include*

*other large and/or bulky items such as furniture (sofas, dressers, etc.). The relevant staff member will determine whether an item is personal property, and in cases when the status of an item cannot reasonably be determined in the staff member's good faith and best judgement based on the totality of the circumstances, the staff member will treat the item as personal property under this rule.*

*Contractor shall work with City staff on site during removal if there is a question as to personal property. Personal property will be set aside and not removed as litter or debris.*

*The current storage location for personal property items is 1423 Puyallup Avenue, Tacoma, WA 98421. The City is solely responsible for storage. Access to the location is provided by the City's contracted shelter provided in that location.*

**Question 9:** Will the City provide for a police or security presence during site cleanups?

**Answer 9:** *Police personnel may be on site during portions of the removal process, but their presence is not guaranteed for the entirety of any removal process.*

**Question 10:** Is it possible to provide a sample work order, so we can evaluate the amount of detail and quality of images we will be required to base our price quotes on? Related to this, is it okay if we perform our own site evaluations (without disturbing occupants) to more accurately quote a Work Order within 2 days of receipt?

**Answer 10:** *The Work Request Form that will be used on this contract was included in the specification. In practice, a site visit is typically required to provide accurate quoting Site address and a rough estimate of the number of employees and hours is the extent of the information that is consistently delivered in the initial request. At times, the requests are accompanied by pictures but respondents should expect to have to visit sites.*

**Question 11:** Is the contract duration a 1 year contract or ongoing basis part of multi-year contract?

**Answer 11:** *Please see addendum number one. Contract is anticipated to be a single year with three one-year options to extend.*

**Question 12:** If having the Hazwopper training and the osha training as well. but not having the specific years of experience to meet the minimum requirements the 2 out 5yrs doing this specific task. will the city even entertain a bid without the years of specific experience. even thou having the trucks, trailers, dump trailers and equipment excavators available for cleanup.

**Answer 12:** *Yes, the requirement of having two years in the last five is a minimum requirement for consideration of award. This requirement can also be satisfied by a single year in the last five for vendors that are certified with Washington State's OMWBE. See Addendum 1.*

**Question 13:** Is a performance bond required at the time of submittal?

**Answer 13:** *Only a bid bond is required at the time of submittal. All other bonding is a post award requirement.*

**Question 14:** Under section 4, the Required Insurance and Limits, 4.8 states that the coverage needs to be maintained during the term of the contract if the work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways. Are we to assume there will be work around/ near railroads and carry this coverage just in case?

**Answer 14:** *There have been instances where homeless encampments around railroads have needed to be mitigated and so the coverage is required throughout the term of the contract.*

# CONTRACT

Resolution No. 39768  
Contract No. 4600012768

This Contract is made and entered into effective this 7th day of August, 2017, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and Cascadia Cleaning & Removal LLC ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":  

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  - 1. Specification No. ES17-0032F, Transient Encampment Mitigation together with all authorized addenda.
  - 2. Contractor's submittal dated June 20, 2017 submitted in response to Specification No. ES17-0032F, Transient Encampment Mitigation.

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- II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: \$ 360,000, plus applicable sales tax.
- III. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- IV. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- V. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- VI. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

By:  By:   
Michael P. Stevin III, P.E., Environmental Services Director      Signature


By:   
City Manager

By:  ✓  
Director of Finance

Scott Capriano  
Printed Name

owner  
Title

APPROVED AS TO FORM:

By:   
City Attorney

**AMENDMENT NO. 1 TO CONTRACT**

THIS AMENDMENT is made and entered into effective this 16th day of April, 2019 (“Effective Date”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the “CITY”) and Cascadia Cleaning & Removal LLC (hereinafter called the “CONTRACTOR”).

**WHEREAS** effective August 7, 2017, CITY and CONTRACTOR entered into a Contract (“Contract”) for transient encampment mitigation services as such services are described in Contract Documents (Specification No. ES17-0032F and Submittal dated June 20, 2017 submitted in response to Specification) in the amount of \$360,000 and with a termination date of August 6, 2019, and

**WHEREAS** the CITY and CONTRACTOR desire to amend the Contract in order to supplement the Scope of Work, extend the termination date and correspondingly increase the compensation authorized under the Contract, and

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The Project Overview of Specification No. ES17-0032F incorporated by reference into the Contract, is hereby amended to expand the services to all Tacoma Public Utilities service areas including those areas outside of City limits.
2. The Standard Operating Procedures included as an appendix in Specification No. ES17-0032F are hereby replaced by Exhibit A to this Amendment, Homeless Encampment Cleanup SOP.
3. The sum authorized for services under the Contract is hereby increased by \$200,000 from \$360,000 to \$560,000.
4. The termination date of the Contract is hereby extended from August 6, 2019 to August 6, 2020.
5. All other terms of the Contract, together with all exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

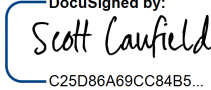
Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.

CITY OF TACOMA:

CONTRACTOR:

By:    
A395FED7BB064BB...

By:    
C25D86A69CC84B5...

(City of Tacoma use only - blank lines are intentional)

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Director of Finance: <sup>DS</sup>  
AC Andrew Cherullo

City Attorney: <sup>DS</sup>  
M Martha Lantz

Approved By: <sup>DS</sup>  
PB Patsy Best

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Exhibit A



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# Homeless Encampment Cleanup SOP

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Homeless Encampment  
Clean-up Program

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Neighborhood and Community Services  
March 2019

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## **Introduction: Scope and Applicability**

The City of Tacoma has identified a number of distinct homeless encampment areas that pose serious public health and safety concerns for those living in and around them. Not only are they unfit for human habitation, but some of the individuals have been linked with illegal activity either as victims or as perpetrators.

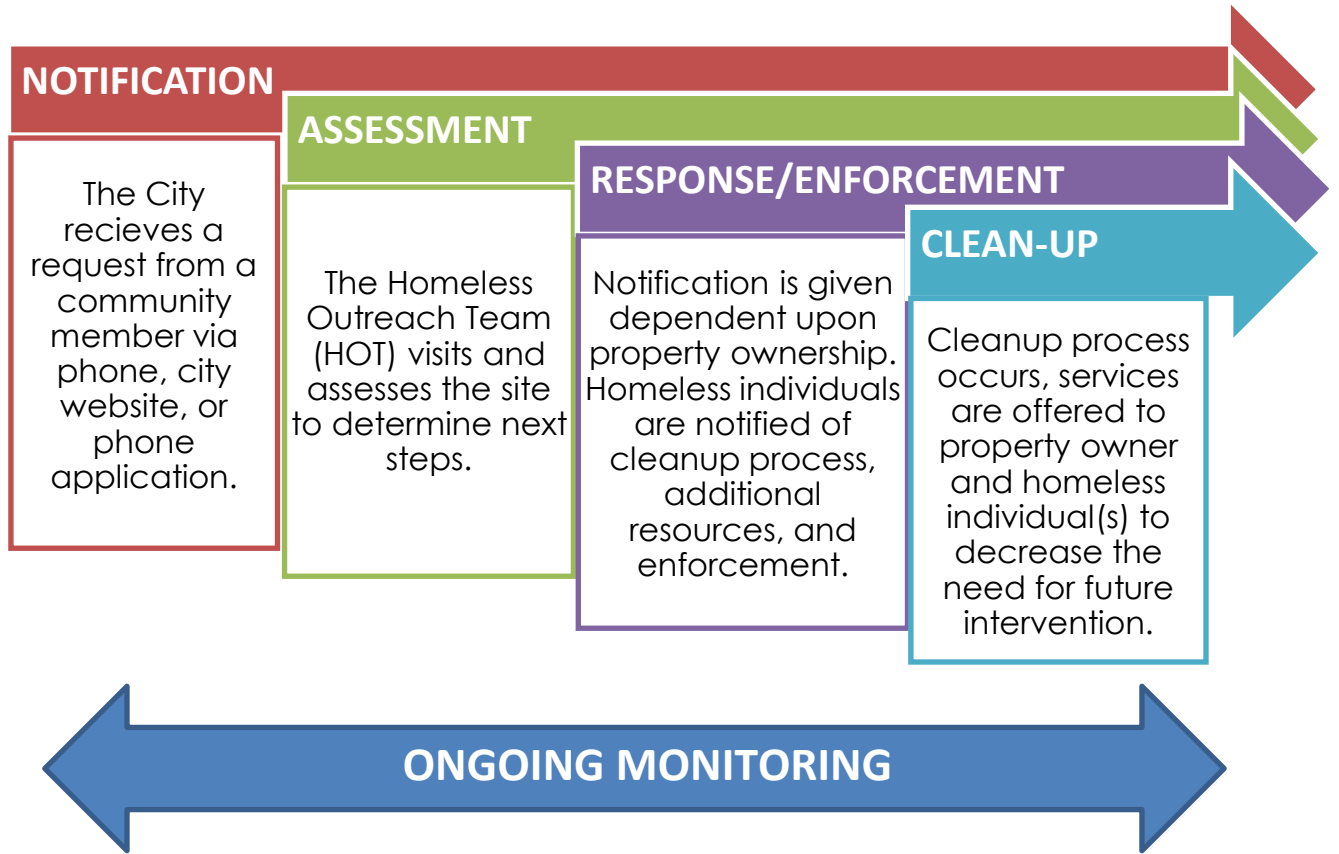
The monitoring, removal and clean-up of these areas continues to be an ongoing effort. Unfortunately, even with this level of effort, some sites continue to re-populate. It is imperative these sites are quickly cleaned before the size and severity increases. The City of Tacoma is committed to eliminating chronic homeless encampments with ongoing clean-ups, as well as strategic monitoring and site reclamation. Sites will be activated with positive activities and plans will be tailored to the specific needs of each area including Crime Prevention Through Environmental Design (CPTED) techniques. The end goal of all sites will be safety and an improved quality of life for Tacoma residents.

The comprehensive plan includes:

- Notification, assessment, response and enforcement, clean-up and monitoring of all encampment sites.
- Identification of a management plan to keep Hotspot Areas clear from future activity, to include:
  - Innovative CPTED principles to harden sites
  - Exploring options to activate sites through the engagement of positive community activities
- Ensure compliance through code enforcement and policy implementation

The success of the City's Encampment Clean-up Process hinges on the joint collaborations of many groups including: The City of Tacoma's Neighborhood and Community Services Department (NCS), Tacoma Police Department (TPD), Environmental Services Department (ESD), Public Works Department (PW), Customer Service Center (311), government partners (Washington State Department of Transportation aka WSDOT), Metro Parks, local shelters, private contractors, community groups, local business and residents from the area.

## Encampment Response Flow Chart



## Operational Guidelines: City-Owned Public Properties

### Notification

TacomaFirst 311:

- Concerned community members have three options to contact 311 and report encampments: 1) calling 311 with-in the City limits; 2) submit a request through the mobile app (requires download); or 3) submitting a request online at [www.cityoftacoma.org/tacomafirst311](http://www.cityoftacoma.org/tacomafirst311).
- All 311 requests are directed to the City's Homeless Outreach Team in the Neighborhood and Community Services Department.
  - On TPU Properties, HOT will contact the appropriate representative (Rail, Water, Electricity) depending on the location of the encampment and whose jurisdiction it is.

- If a TPU employee makes a 311 request for a homeless encampment, they must add the contact person in the notes for the property (Rail, Water, Electricity) to then be forwarded to HOT.
- HOT will record that the property is owned by TPU on 311 for data gathering purposes.

#### Internal Communication:

- City Staff may receive information through personal observation or concerned community members in regards to homeless encampments. In this occasion, City Staff will contact HOT and inform them of the encampment.
  - Upon receiving the notification, HOT will enter the request into the 311 system internally and address the concern as specified depending on the property ownership.
- All methods of submission must include relevant information regarding the encampment such as:
  - Date and time of observation
  - Detailed description of encampment
  - Immediate or adjacent address
  - Number of individuals present

#### **Assessment**

- The Homeless Outreach Team will investigate the site location as described in the request.
- The following criteria is considered when prioritizing encampments for removal:
  1. objective hazards such as moving vehicles and steep slopes
  2. criminal activity
  3. quantities of garbage, debris, or waste
  4. other active health hazards to occupants or the surrounding neighborhood
  5. difficulty in extending emergency services to the site
  6. imminent work scheduled at the site for which the encampment will pose an obstruction
  7. damage to the natural environment of environmentally critical areas

## Response & Enforcement

- The Homeless Outreach Team will leave resource cards, offer referrals to homeless supportive services, inform any individuals present that a clean-up is scheduled, and post a physical paper notice to the structures 72-hours before the removal process. The site shall be monitored daily to ensure the notice is still visible. Notices shall include:
  1. the date and time the notice was posted
  2. the date and time that the removal of the encampment is scheduled to commence
  3. a warning that garbage, debris, waste, litter, and abandoned property will be disposed of immediately
  4. the location where any personal property remaining may be stored by the City if removed
  5. information on how personal property may be claimed by its owner
  6. a warning that failure to claim within 60 days may result in the destruction of said property
  7. Contact information for an outreach provider that can provide shelter alternatives.
- Below is a picture of the 72-hour notice, which can be found at:  
<Z:\HOT Team\HOT Team - 72 Hour Notice.docx>



## 72 Hour Eviction Notice

This area is off limits to individuals. No camping, sleeping or loitering is allowed on this property.

This area has been identified and posted due to illegal activity and homeless encampments. This area will be closely monitored for future usage.

**Individuals found frequenting this area will be removed and will be subject to arrest and prosecution.**

**TMC 8.44.065 Trespass on Public Property**  
**TMC 8.12.025 Criminal Trespass**

**Date posted:**

**Date to be cleared:**



- The Homeless Outreach Team coordinates outreach with contracted partners, such as Comprehensive Life Resources - Positive Interactions. Positive Interactions is a homeless outreach response service that works directly with homeless individuals who are impacting the businesses in the City of Tacoma in addition to offering tailored services to the local businesses who are negatively impacted by homelessness-related issues.
  - This information shall be available starting on the date the encampment removal notice is posted and shall remain there until the completion of the removal.
  - Outreach personnel shall visit each site at least once between the time the removal notice is posted and the scheduled removal date, as well as being present at the beginning of the encampment removal process.

Outreach personnel are available upon request throughout the removal process for individuals who are interested in resources.

### **Cleanup**

- The Homeless Outreach Team, Tacoma Police Department, and Positive Interactions are on site for the cleanup process.
  - Tacoma Police provides safety and security during the cleanup process as resources are provided to homeless individuals.
  - HOT will contact the Designated Crisis Responder (DCR) (formerly known as a Designated Mental Health Professional or DMHP) if any individuals are having a mental health crisis or requests to be evaluated. DCR will respond and conduct an evaluation in the field to determine if the individual needs to be detained.
  - HOT will immediately contact the Tacoma Fire Department (TFD) for any individuals experiencing a medical emergency or if the individual requests medical attention.
- If there are any individuals remaining on site, Tacoma Police will give a final warning and reasonable opportunity to leave prior to further enforcement.
- The Homeless Outreach Team will take reasonable steps to determine personal property from other material that is not personal property as long as this process does not pose a danger to the individual sorting the items. See definition for Personal Property under “Definitions” section.
- If a homeless individual is protesting the removal of an item, they have the opportunity to remove it. If it is not removed by the end of the cleanup, then personal property will be put into storage to be retrieved at a later date and

items that do not meet the definition of personal property will be disposed of. This should be stated to the individual prior to removal if the situation arises.

- Thoroughly document your actions during the removal process to adequately corroborate that personal property which is being disposed of is either hazardous or has no apparent remaining utility.
- See the "City of Tacoma Storage Policy" for more information on personal property removal and retrieval.
- If the action to physically remove the encampment is not commenced within the removal date and time range provided in the notice, you must re-post notice of the encampment removal before such removal may occur.
- A Post-Encampment Removal Notice shall be prominently posted where the cleanup took place and shall not be removed by the City for a minimum of 10 days, as written in section 11 of the Encampment Removal Policy. The notice shall state:
  1. the date the cleanup was performed
  2. whether personal property was stored by the City
  3. where the personal property is stored
  4. how any stored personal property may be claimed by its owner
  5. that property not claimed will be discarded after 60 days
  6. Contact information for outreach personnel who can assist individuals with shelter alternatives and other services.
- Neighborhood and Community Services will identify the site and the date of encampment removal on a City web page for public viewing.
- Below is a picture of the Notice of Encampment Removal, which can be found at: <Z:\HOT Team\HOT Team - Notice of Encampment Removal.docx>



**Notice of Encampment Removal**

Cleanup of this area was completed on

\_\_\_\_\_

**Were belongings stored from cleanup?**

**Yes / No**

If belongings were stored, call 3-1-1 to make arrangements. Belongings are stored at 1423 Puyallup Avenue.

If stored belongings are not retrieved within 60 days, they may be disposed of.

For outreach and community resources, including shelter alternatives, please call 2-1-1.

**Camping at this site is prohibited, and this area will be closely monitored for future usage.**

**Monitor**

- The Homeless Outreach Team will continuously monitor the property until no longer needed
- Hotspot Areas may be identified by the City as an Emphasis Areas, meaning an area or location where homeless encampments have become a repeated or consistent problem, which shall be posted on the City's website. When designating an Emphasis Area, the City will follow guidelines outlined in section 14 of the Encampment Removal Policy.

**Operational Guidelines: Non-City-Owned Public Properties**

The City does not generally perform encampment cleanups on Non-City-Owned public property. See "Partnering Agencies" section below for a list of partners who own public property in the City of Tacoma.

**Notification**

- The City is notified in a similar fashion (through 311, personal observation, or a request from a resident) regarding homeless encampments on Non-City-Owned Public Property.



- This information is directed towards the Homeless Outreach Team in the Neighborhood and Community Services Department and is recorded in 311 by HOT regardless of the where the request originates.

### **Assessment**

- The Homeless Outreach Team will investigate the request and site location in a similar fashion as City-Owned property.

### **Response & Enforcement**

- The Homeless Outreach Team will notify the property owner regarding the request and summarize their findings during the assessment phase.
  - The property owner is responsible to clean up their property in accordance with Tacoma Municipal Code 8.30.

### **Clean-up**

- Property owners are responsible for maintaining their property based on Tacoma Municipal Code 8.30. Failure to do so may result in penalties or the City cleaning up the property at the owner's cost.

### **Monitor**

- "No Trespass" orders are recommended (if they are not already present) so that Tacoma Police can enforce unauthorized persons on Non-City-Owned Public Property.
- Tacoma residents concerned with an unauthorized encampment on non-City owned public property are encouraged to contact the property owner directly to learn about their response plan.

## **Operational Guidelines: Private Properties**

The City generally does not perform public encampment cleanups on private property. The City will follow the Tacoma Municipal Code to work with private property owners to ensure encampments are abated, although it is the property owner's responsibility for addressing homeless encampments that occur on their property.

### **Notification**

- The City is notified in a similar fashion (through 311, personal observation, or a request from a resident) regarding homeless encampments on Non-City-Owned Public Property.
- HOT receives the request, responds to the individual making the request, identifies the property ownership as a private property, and then sends the information to the Code Compliance Inspectors in the Neighborhood and Community Services Department.
  - The requests are delegated to the inspectors based on the location of the encampment in relation to their geographic jurisdiction.

### **Assessment**

- Code Compliance Inspectors verify if the 311 request was valid.
- If so, private property owners are required to clean up trash, litter, and debris on their property regardless if it is their trash or left from a homeless or other individuals.
  - This tends to be an issue when a property (building or parcel) is vacant.
- Inspectors follow normal Code Compliance procedures per the Tacoma Municipal Code (TMC) for Public Nuisance Code violations. See TMC 8.30 for more information.

### **Response & Enforcement**

- Code Compliance Inspectors allow 18 days for a property owner to clean up their property of debris and trash, although this process may result in fines for the property owner if not taken care of within the allotted timeframe. See TMC 8.30 for more information.
- The City offers property owners resources such as “No Trespass” orders and Crime Prevention Through Environmental Design (CPTED) assessments to assist in mitigating future issues.
- The HOT works closely with Positive Interactions who are the primary sources of outreach for homeless individuals on private properties.
  - Positive Interactions is notified of the request and responds.

### **Clean-up**

- Encampments are generally removed by the property owner in partnership with the Tacoma Police Department, who will send an officer on site to provide safety and security for the individual while they are cleaning up their property.

- If property owners do not make efforts to correct the issue within 18 days, the City may abate the encampment at the expense of the property owner.
  - In the case of an Immediate Hazard, the property may become an emergency abatement taken care of by the City. Emergency abatements are generally at the expense of the property owner.
    - See TMC 8.30 for more information.

### **Monitor**

- If a “No Trespass” order is in effect, the Tacoma Police Department is able to monitor and remove unauthorized individuals from a property.
- Community members are encouraged to submit additional 311 requests if prior requests have not been taken care of by the property owner or if new circumstances arise.
- If an unauthorized individual is trespassing on private property, community members are encouraged to call the Tacoma Police Non-Emergency number (at 253-798-4721) to inform them of the occurrence.
  - If an unauthorized person is threatening, endangering, and/or participating in criminal activity, then community members should call 911 immediately.

## **Positions, Providers and Duties**

### **Contracted Outreach Provider**

- Comprehensive Life Resources - Positive Interactions: coordinates outreach efforts with HOT. Outreach teams go on site at encampments to make connect with individuals who are homeless, provide resources and referrals for services.

### **Contracted Encampment Clean-up Crew**

- Cascadia: vendor who cleans-up identified encampment sites upon request. These crews work closely with City Staff to ensure sites are clean and safe.

### **Tacoma Police Department**

- Community Liaison Officer (CLO): CLOs connect the police department with the community. CLOs answer questions from community members about the police or department events, seek opinions from citizens about police practices, and identify community concerns.
- Homeless Outreach Team (HOT-TPD): HOT-TPD officers are assigned to address homeless complaints throughout the city. HOT-TPD is comprised of four (4) patrol officers, one (1) Sargent, and one (1) Lieutenant. HOT-TPD officers work closely with NCS staff to address homelessness issues, provide outreach, and ensure the safety of staff.
- Business Improvement Area Officers (BIA): TPD officers who are specifically assigned to the Downtown Business Improvement Area. BIA works with business and property owners in the downtown area to address issues that the owners may have in regards to crime and safety. BIA notifies HOT of any homelessness related issues in the downtown area.

### **Neighborhood and Community Services**

- Homeless Outreach Team (NCS): City staff who are a group of subject matter experts brought together to strategize and implement the most efficient, effective and strategic response to coordinate encampment cleanups on city owned property. This team provides resources for individuals experiencing homelessness.
- Neighborhood Enhancement Team (NET): City Staff who assist in communications and act as liaisons between the City, businesses and neighborhoods. Upon request, NET will conduct Crime Prevention Through Environmental Design (CPTED) assessments to make recommendations for property owners; these assessments are intended to reduce and deter future unintended activity on properties.

### **Definitions**

1. Abate: to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of TMC 8.30 by such means and in such a manner and to such an extent as the Public Official determines is

necessary in the interest of the public health, safety, and welfare of the community.

2. Chronic Homelessness: single individuals (or head of household) with a disabling condition who have either: 1) experienced homelessness for longer than a year, or 2) experienced homelessness four or more times in the last three years.
3. Crime Prevention Through Environmental Design (CPTED): A multi-disciplinary approach to deterring criminal behavior through environmental design. CPTED strategies rely upon the ability to influence offender decisions that precede criminal acts.
4. Emphasis Area: an area or location where homeless encampments have become a repeated or consistent problem. When designating an Emphasis Area, the City shall make a determination based on the totality of the circumstances of a particular location. See the "City of Tacoma Storage Policy" for more information.
5. Encampment: Open spaces throughout the City where homeless individuals set up tents, and other forms of makeshift sleeping and living areas. These areas are often unsafe and unsanitary. See the "City of Tacoma Storage Policy" for more information.
6. Hotspot Areas: Any homeless encampment area that has been cleaned 2 or more times in the past 12 months OR when there have been verified complaints of homeless encampments in 3 of the previous 12 months (does not have to be 3 consecutive months).
7. Immediate Hazard: An encampment where people camping outdoors are at risk of serious injury or death beyond that caused by increased exposure to the elements, or their presence creates a risk of serious injury or death to others, or the encampment presence is causing imminent compromise to the structural integrity of the surrounding location. See the "City of Tacoma Storage Policy" for more information.
8. Obstruction: people, tents, personal property, garbage, debris or other objects related to an encampment that: are in a City park or on a public sidewalk; interfere with the pedestrian or purposes of public rights-of-way; or interfere with areas that are necessary for or essential to the intended use of public property or facility.

9. Outreach: The initial and most critical step in connecting or reconnecting an individual experiencing homelessness to needed health, mental health, recovery, social and housing services that involves the process of engagement, assessing needs, defining service goals or agreeing on a plan for delivering those services.
10. Personal Property: an item that: is reasonably recognizable as belonging to a person; has apparent utility in its present condition and circumstances; and is not hazardous. See “The City of Tacoma Storage Policy” for more information.
11. Positive Interactions: A homeless outreach response service through Comprehensive Life Resources. This program works directly with homeless individuals who are impacting the businesses in the City of Tacoma in addition to offering tailored services to the local businesses who are negatively impacted by homelessness-related issues.

## **Helpful Links**

- City of Tacoma Encampment Cleanups and Site Reclamation page:
  - <https://www.cityoftacoma.org/cms/one.aspx?portalId=169&pageId=94667>
- City of Tacoma Encampment Removal Policy PDF:
  - [http://cms.cityoftacoma.org/NCS/HSD/HomelessnessServices/CMO-TMB12-MPC8002-W\\_Exchange\\_06-29-2017\\_13-29-57.pdf](http://cms.cityoftacoma.org/NCS/HSD/HomelessnessServices/CMO-TMB12-MPC8002-W_Exchange_06-29-2017_13-29-57.pdf)
- City of Tacoma Title 08 Public Safety PDF:
  - <http://cms.cityoftacoma.org/cityclerk/Files/MunicipalCode/Title08-PublicSafety.PDF>
- City of Tacoma Encampment Response Map:
  - <http://www.cityoftacoma.org/encampmentresponse>
- HOT 72-Hour Notice Document:
  - <Z:\HOT Team\HOT Team - 72 Hour Notice.docx>
- HOT Notice of Encampment Removal Document:
  - <Z:\HOT Team\HOT Team - Notice of Encampment Removal.docx>

## **Partnering Agencies**

The following is a list of partners who own public property within the City of Tacoma. These partners fall under the “Non-City-Owned Public Properties” criteria explained above.

- Washington State Department of Transportation (WSDOT)
- Sound Transit
- Tacoma Public Schools
- Tacoma Public Utilities
- Tacoma Rail
- Tacoma Water
- Army Corp of Engineers
- Tacoma Fire Department
- Tacoma Rescue Mission
- Comprehensive Life Resources
- Department of Veteran Affairs
- Comprehensive Life Resources
- Catholic Community Services

## Certificate Of Completion

Envelope Id: E78C4DB383444BE1B9A3E2B98AD64DA3	Status: Completed
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Source Envelope:	
Document Pages: 18	Signatures: 2
Certificate Pages: 5	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jessica Tonka
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	733 MARKET ST
	TACOMA, WA 98402
	JTonka@ci.tacoma.wa.us
	IP Address: 216.109.110.11

## Record Tracking

Status: Original	Holder: Jessica Tonka	Location: DocuSign
4/26/2019 4:25:07 PM	JTonka@ci.tacoma.wa.us	

## Signer Events

Patsy Best  
 pbest@cityoftacoma.org  
 Security Level: Email, Account Authentication (None)

## Signature

Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.50.164

## Timestamp

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 Signed: 4/26/2019 5:41:44 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/26/2019 5:40:32 PM  
 ID: ba9ec400-cde0-497e-ae8d-f6b7c69c0759

Andrew Cherullo  
 ACherullo@ci.tacoma.wa.us  
 Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
 Using IP Address: 174.21.118.179  
 Signed using mobile

Sent: 4/26/2019 5:41:45 PM  
 Viewed: 4/26/2019 6:21:26 PM  
 Signed: 4/26/2019 6:22:40 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/13/2018 10:40:13 AM  
 ID: eec79623-19cf-4b27-93be-0b1f761ee61c

Martha Lantz  
 mlantz@ci.tacoma.wa.us  
 Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.50.181

Sent: 4/26/2019 5:41:45 PM  
 Viewed: 4/29/2019 1:06:30 PM  
 Signed: 4/29/2019 1:07:18 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/19/2018 3:24:14 PM  
 ID: b6abb3cb-98a1-4a5e-930d-1215961c7a83

Scott Caufield  
 scott@cascadiaclean.com  
 Owner  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 C25D86A69CC84B5...

Signature Adoption: Pre-selected Style  
 Using IP Address: 67.185.184.28  
 Signed using mobile

Sent: 4/26/2019 5:41:45 PM  
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 Signed: 4/26/2019 6:48:57 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/26/2019 6:48:42 PM  
 ID: 67584986-887a-46b5-be0f-399be0943e91



**Signer Events**

Elizabeth Pauli  
 elizabeth.pauli@cityoftacoma.org  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 A395FED7BB064BB...

Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.50.186

**Timestamp**

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**Electronic Record and Signature Disclosure:**

Accepted: 4/29/2019 1:24:15 PM  
 ID: 85b63eb9-c398-4e0c-8918-fc16fc8f198a

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete	Security Checked	4/29/2019 1:24:32 PM
Completed	Security Checked	4/29/2019 1:24:32 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Tacoma (SAP):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us)

**To advise City of Tacoma (SAP) of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Tacoma (SAP)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

**AMENDMENT NO. 2 TO CONTRACT**

**THIS AMENDMENT** is made and entered into effective as of the 6<sup>th</sup> day of August, 2020 (“Effective Date”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the “CITY”) and **Cascadia Cleaning & Removal LLC** (hereinafter called “CONTRACTOR”).

**WHEREAS**, effective August 7, 2017, CITY and CONTRACTOR entered into a Contract (“Contract”) for transient encampment mitigation services as such services are described in Contract Documents (Specification No. ES17-0032F and Submittal dated June 20, 2017 submitted in response to Specification) in the amount of \$360,000 and with a termination date of August 6, 2019 with an option to renew for three additional one year terms as authorized under City of Tacoma Council Resolution 39768, and

**WHEREAS**, effective April 16, 2019, CITY and CONTRACTOR entered into Amendment No. 1 to the Contract, for the purposes of expanding Project Overview of Specification No. ES17-0032F Contract to include all Tacoma Public Utilities service areas including those areas outside of the City limits, replace The Standard Operating Procedures included as an appendix in Specification No. ES17-0032F with Exhibit A to Amendment No. 1, increase the sum authorized for services under the Contract by \$200,000 increasing the previous Not to Exceed Amount from \$360,000 to \$560,000, and extending termination date to August 6, 2020, and

**WHEREAS** the CITY and CONTRACTOR desire to amend the Contract in order to extend termination date to August 6, 2021, and to correspondingly increase the compensation authorized under the Contract in the amount of \$140,000 for a new Not to Exceed Amount of \$700,000, and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The termination date of the Contract is hereby extended from August 6, 2020 to August 6, 2021
2. The total sum authorized for services under the Contract is hereby increased by \$140,000 increasing the previous Not to Exceed Amount from \$560,000 to a new Not to Exceed Amount of \$700,000.
3. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.

CITY OF TACOMA:


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
CONTRACTOR:


By:   
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**(City of Tacoma use only - blank lines are intentional)**

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Director of Finance:  \_\_\_\_\_

City Attorney (approved as to form):  \_\_\_\_\_

Approved By:  \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

## Certificate Of Completion

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Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tad Carlson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	733 MARKET ST
	TACOMA, WA 98402
	tcarlson@cityoftacoma.org
	IP Address: 216.109.110.11


## Record Tracking

Status: Original	Holder: Tad Carlson	Location: DocuSign
8/12/2020 8:25:24 AM	tcarlson@cityoftacoma.org	

## Signer Events

Andrew Cherullo  
 ACherullo@cityoftacoma.org  
 Finance Director  
 Security Level: Email, Account Authentication (None)

## Signature




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 Signed: 8/14/2020 3:21:16 PM

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Charles S Lee  
 Charles.Lee@cityoftacoma.org  
 Security Level: Email, Account Authentication (None)




Signature Adoption: Pre-selected Style  
 Using IP Address: 104.129.198.139

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Patsy Best  
 pbest@cityoftacoma.org  
 Security Level: Email, Account Authentication (None)




Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.50.181

Sent: 8/12/2020 8:30:40 AM  
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**Electronic Record and Signature Disclosure:**  
 Accepted: 8/12/2020 10:27:14 AM  
 ID: 2b697eab-c0f7-4f93-af0b-c4f761adc235

Scott Caufield  
 scott@cascadiaclean.com  
 Owner  
 Cascadia Cleaning & Removal  
 Security Level: Email, Account Authentication (None)



DocuSigned by:  
 Scott Caufield  
 C25D86A69CC84B5...

Signature Adoption: Pre-selected Style  
 Using IP Address: 174.204.93.252  
 Signed using mobile

Sent: 8/14/2020 3:21:17 PM  
 Viewed: 8/14/2020 6:19:27 PM  
 Signed: 8/14/2020 6:20:10 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/26/2019 6:48:42 PM  
 ID: 67584986-887a-46b5-be0f-399be0943e91

Signer Events	Signature	Timestamp
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Tadd Gregory Wille  
tadd.wille@cityoftacoma.org  
Assistant City Manager  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
AEFCB3C56D4C473...  
Signature Adoption: Pre-selected Style  
Using IP Address: 174.204.37.10  
Signed using mobile

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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Phet Sinthavong  
psinthavong@cityoftacoma.org  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 8/12/2020 8:30:39 AM  
Viewed: 8/12/2020 10:59:05 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/14/2020 6:20:56 PM
Signing Complete	Security Checked	8/14/2020 6:21:08 PM
Completed	Security Checked	8/14/2020 6:21:08 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

**AMENDMENT NO. 3 TO CONTRACT**

**THIS AMENDMENT** is made and entered into effective as of the 6<sup>th</sup> day of August, 2021 (“Effective Date”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the “CITY”) and **Cascadia Cleaning & Removal LLC** (hereinafter called “CONTRACTOR”).

**WHEREAS**, effective August 7, 2017, CITY and CONTRACTOR entered into a Contract (“Contract”) for transient encampment mitigation services as such services are described in Contract Documents (Specification No. ES17-0032F and Submittal dated June 20, 2017 submitted in response to Specification) in the amount of \$360,000 and with a termination date of August 6, 2019 with an option to renew for three additional one year terms as authorized under City of Tacoma Council Resolution 39768, and

**WHEREAS**, effective April 16, 2019, CITY and CONTRACTOR entered into Amendment No. 1 to the Contract, for the purposes of expanding Project Overview of Specification No. ES17-0032F Contract to include all Tacoma Public Utilities service areas including those areas outside of the City limits, replace The Standard Operating Procedures included as an appendix in Specification No. ES17-0032F with Exhibit A to Amendment No. 1, increase the sum authorized for services under the Contract by \$200,000 increasing the previous Not to Exceed Amount from \$360,000 to \$560,000, and extending termination date to August 6, 2020, and

**WHEREAS**, effective August 6, 2020, CITY and CONTRACTOR entered into Amendment No. 2 to the Contract, for the purposes of increasing the sum authorized for services under the Contract by \$140,000 increasing the previous Not to Exceed Amount from \$560,000 to \$700,000, and extending termination date to August 6, 2020, and

**WHEREAS** the CITY and CONTRACTOR desire to amend the Contract in order to extend termination date to August 6, 2022, and to correspondingly increase the compensation authorized under the Contract in the amount of \$200,000 for a new Not to Exceed Amount of \$900,000, and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The termination date of the Contract is hereby extended from August 6, 2021 to August 6, 2022
2. The total sum authorized for services under the Contract is hereby increased by \$200,000 increasing the previous Not to Exceed Amount from \$700,000 to a new Not to Exceed Amount of \$900,000.
3. Hourly rate will be updated from \$80 per hour to \$87 per hour in line with prevailing wage increases over the term of the contract.
4. All other terms of the Contract, together with all Exhibits, are hereby ratified and shall remain in full force and effect, unaltered by this Amendment.


Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.


CITY OF TACOMA:


CONTRACTOR:


By: <sup>DocuSigned by:</sup>  
  
Tadd Gregory Wille  
Assistant City Manager  
8/25/2021

By: <sup>DocuSigned by:</sup>  
  
Scott Caufield  
Owner  
8/25/2021

**(City of Tacoma use only - blank lines are intentional)**

Director of Finance: <sup>DS</sup> Andrew Cherullo

City Attorney (approved as to form): <sup>DS</sup> Charles S Lee

Approved By: <sup>DS</sup> Patsy Best

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**Certificate Of Completion**

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Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 3
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Envelopeld Stamping: Enabled	Tad Carlson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	733 MARKET ST
	TACOMA, WA 98402
	tcarlson@cityoftacoma.org
	IP Address: 216.109.110.11

**Record Tracking**

Status: Original	Holder: Tad Carlson	Location: DocuSign
8/24/2021 9:01:48 AM	tcarlson@cityoftacoma.org	

**Signer Events**

Charles S Lee  
 Clee1@cityoftacoma.org  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
 Using IP Address: 73.239.148.149  
 Signed using mobile

**Timestamp**

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 Viewed: 8/24/2021 4:47:34 PM  
 Signed: 8/24/2021 4:47:48 PM

**Electronic Record and Signature Disclosure:**  
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 ID: e08fba7d-ef7e-4c17-a263-ff6e31c867da

Patsy Best  
 pbest@cityoftacoma.org  
 Procurement and Payables Division Manager  
 City of Tacoma  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 73.225.202.251  
 Signed using mobile

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 Signed: 8/25/2021 6:29:55 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Andrew Cherullo  
 ACherullo@cityoftacoma.org  
 Finance Director  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 136.226.57.107

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 Signed: 8/25/2021 5:05:31 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/17/2019 8:34:10 AM  
 ID: 50de52fd-7f76-4414-b5f7-b7aed7ba2ae4

Scott Caufield  
 scott@cascadiaclean.com  
 Owner  
 Cascadia Cleaning & Removal  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 174.242.244.66  
 Signed using mobile

Sent: 8/25/2021 5:05:32 PM  
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**Electronic Record and Signature Disclosure:**  
 Accepted: 4/26/2019 6:48:42 PM  
 ID: 67584986-887a-46b5-be0f-399be0943e91

Signer Events	Signature	Timestamp
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Tadd Gregory Wille  
tadd.wille@cityoftacoma.org  
Assistant City Manager  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
AEFCB3C56D4C473...  
Signature Adoption: Pre-selected Style  
Using IP Address: 174.204.66.147  
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**Electronic Record and Signature Disclosure:**  
Accepted: 8/25/2021 5:35:58 PM  
ID: 0b125ea4-1737-4aef-b582-ae3fdcc46254

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	8/25/2021 5:36:09 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Tacoma (SAP) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact City of Tacoma (SAP):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us)

**To advise City of Tacoma (SAP) of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Tacoma (SAP)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Tacoma (SAP)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

**AMENDMENT NO. 4 TO CONTRACT**

**THIS AMENDMENT** is made and entered into effective as of the 1st day of February, 2022 (“Effective Date”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the “CITY”) and **Cascadia Cleaning & Removal LLC** (hereinafter called “CONTRACTOR”).

**WHEREAS**, effective August 7, 2017, CITY and CONTRACTOR entered into a Contract (“Contract”) for transient encampment mitigation services as such services are described in Contract Documents (Specification No. ES17-0032F and Submittal dated June 20, 2017 submitted in response to Specification) in the amount of \$360,000 and with a termination date of August 6, 2019 with an option to renew for three additional one year terms as authorized under City of Tacoma Council Resolution 39768, and

**WHEREAS**, effective April 16, 2019, CITY and CONTRACTOR entered into Amendment No. 1 to the Contract, for the purposes of expanding Project Overview of Specification No. ES17-0032F Contract to include all Tacoma Public Utilities service areas including those areas outside of the City limits, replace The Standard Operating Procedures included as an appendix in Specification No. ES17-0032F with Exhibit A to Amendment No. 1, increase the sum authorized for services under the Contract by \$200,000 increasing the previous Not to Exceed Amount from \$360,000 to \$560,000, and extending termination date to August 6, 2020, and

**WHEREAS**, effective August 6, 2020, CITY and CONTRACTOR entered into Amendment No. 2 to the Contract, for the purposes of increasing the sum authorized for services under the Contract by \$140,000 increasing the previous Not to Exceed Amount from \$560,000 to \$700,000, and extending termination date to August 6, 2020, and

**WHEREAS** effective August 6, 2021, the CITY and CONTRACTOR entered into Amendment No. 3 to the Contract to update the hourly rate to be in line with prevailing wage increases over the term of the Contract, extend termination date to August 6, 2022, and to correspondingly increase the compensation authorized under the Contract in the amount of \$200,000 for a new Not to Exceed Amount of \$900,000, and

**WHEREAS** the CITY and CONTRACTOR desire to amend the Contract in order to increase the authorized compensation by \$200,000 increasing the total compensation not to exceed amount from \$900,000 to \$1,100,000, and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The total compensation authorized for services under the Contract is hereby increased by \$200,000 increasing the previous Not to Exceed Amount from \$900,000 to a new Not to Exceed Amount of \$1,100,000.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.


CITY OF TACOMA:

2/2/2022

CONTRACTOR:


2/2/2022


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Elizabeth Pauli  
City Manager

By: <sup>DocuSigned by:</sup>  
  
C25D86A69CC84B5...  
Scott Caufield  
Owner

**(City of Tacoma use only - blank lines are intentional)**

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Director of Finance: <sup>DS</sup> Andrew Cherullo

City Attorney (approved as to form): <sup>DS</sup> Charles S Lee

Approved By: <sup>DS</sup> Patsy Best

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**Certificate Of Completion**

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Certificate Pages: 5	Initials: 3
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)	733 MARKET ST
	TACOMA, WA 98402
	tcarlson@cityoftacoma.org
	IP Address: 216.109.110.11

**Record Tracking**

Status: Original	Holder: Tad Carlson	Location: DocuSign
1/31/2022 4:26:39 PM	tcarlson@cityoftacoma.org	

**Signer Events**

Charles S Lee  
 Clee1@cityoftacoma.org  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
 Using IP Address: 136.226.57.110

**Timestamp**

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 Viewed: 1/31/2022 4:46:28 PM  
 Signed: 1/31/2022 4:46:42 PM

**Electronic Record and Signature Disclosure:**

Accepted: 1/31/2022 4:46:28 PM  
 ID: 823580b5-8923-4080-aa45-f308388123a7

Andrew Cherullo  
 ACherullo@cityoftacoma.org  
 Finance Director  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 136.226.55.75

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 Signed: 1/31/2022 4:54:12 PM

**Electronic Record and Signature Disclosure:**

Accepted: 12/17/2019 8:34:10 AM  
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Patsy Best  
 pbest@cityoftacoma.org  
 Procurement and Payables Division Manager  
 City of Tacoma  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 73.225.202.251  
 Signed using mobile

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 Signed: 1/31/2022 8:53:55 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Scott Caufield  
 scott@cascadiaclean.com  
 Owner  
 Cascadia Cleaning & Removal  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 164.116.253.245

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 Signed: 2/2/2022 8:23:51 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/26/2019 6:48:42 PM  
 ID: 67584986-887a-46b5-be0f-399be0943e91

Signer Events	Signature	Timestamp
Elizabeth Pauli elizabeth.pauli@cityoftacoma.org City Manager Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Pre-selected Style            Using IP Address: 174.204.8.140            Signed using mobile</p>	Sent: 2/2/2022 8:23:53 AM Viewed: 2/2/2022 8:56:10 AM Signed: 2/2/2022 8:56:53 AM
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Phet Sinthavong psinthavong@cityoftacoma.org Security Level: Email, Account Authentication (None)		Sent: 1/31/2022 4:29:14 PM Viewed: 2/1/2022 7:05:06 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/13/2021 4:32:48 PM ID: aee6f356-0755-46f6-b0cb-bc193d9e95df		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	2/2/2022 8:56:53 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

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### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us)

**To advise City of Tacoma (SAP) of your new e-mail address**

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In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will



have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Tacoma (SAP) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Tacoma (SAP) during the course of my relationship with you.

**AMENDMENT NO. 5 TO CONTRACT**

**THIS AMENDMENT** is made and entered into effective as of the 1st day of February, 2022 (“Effective Date”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter called the “CITY”) and **Cascadia Cleaning & Removal LLC** (hereinafter called “CONTRACTOR”).

**WHEREAS**, effective August 7, 2017, CITY and CONTRACTOR entered into a Contract (“Contract”) for transient encampment mitigation services as such services are described in Contract Documents (Specification No. ES17-0032F and Submittal dated June 20, 2017 submitted in response to Specification) in the amount of \$360,000 and with a termination date of August 6, 2019 with an option to renew for three additional one year terms as authorized under City of Tacoma Council Resolution 39768, and

**WHEREAS**, effective April 16, 2019, CITY and CONTRACTOR entered into Amendment No. 1 to the Contract, for the purposes of expanding Project Overview of Specification No. ES17-0032F Contract to include all Tacoma Public Utilities service areas including those areas outside of the City limits, replace The Standard Operating Procedures included as an appendix in Specification No. ES17-0032F with Exhibit A to Amendment No. 1, increase the sum authorized for services under the Contract by \$200,000 increasing the previous Not to Exceed Amount from \$360,000 to \$560,000, and extending termination date to August 6, 2020, and

**WHEREAS**, effective August 6, 2020, CITY and CONTRACTOR entered into Amendment No. 2 to the Contract, for the purposes of increasing the sum authorized for services under the Contract by \$140,000 increasing the previous Not to Exceed Amount from \$560,000 to \$700,000, and extending termination date to August 6, 2020, and

**WHEREAS** effective August 6, 2021, the CITY and CONTRACTOR entered into Amendment No. 3 to the Contract to update the hourly rate to be in line with prevailing wage increases over the term of the Contract, extend termination date to August 6, 2022, and to correspondingly increase the compensation authorized under the Contract in the amount of \$200,000 for a new Not to Exceed Amount of \$900,000, and

**WHEREAS** effective February 1, 2022, the CITY and CONTRACTOR entered into Amendment No. 4 to amend the Contract in order to increase the authorized compensation by \$200,000 increasing the total compensation not to exceed amount from \$900,000 to \$1,100,000, and

**WHEREAS** the CITY and CONTRACTOR desire to amend the Contract in order to increase the authorized compensation by \$500,000 increasing the total compensation not to exceed amount from \$1,100,000 to \$1,600,000, and

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. The total compensation authorized for services under the Contract is hereby increased by \$500,000 increasing the previous Not to Exceed Amount from \$1,100,000 to a new Not to Exceed Amount of \$1,600,000.

Should this Amendment be executed after the Effective Date noted above, all terms and conditions herein shall operate retroactively to Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have accepted and executed this Amendment, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Amendment for and on behalf of Contractor.

CITY OF TACOMA:


CONTRACTOR:


By:   
DocuSigned by:  
Elizabeth Pauli  
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Elizabeth Pauli  
City Manager


By:   
DocuSigned by:  
Scott Caufield  
C25D86A69CC84B5...  
Scott Caufield  
Owner

**(City of Tacoma use only - blank lines are intentional)**

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Director of Finance:  Andrew Cherullo

City Attorney (approved as to form):  Charles S Lee

Approved By:  Phet Sinthavong

Approved By:  Patsy Best

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: 3C18C4CF009C461DBCD6E598A82E9F9C	Status: Completed
Subject: CW2249529 - CW2237634_Amendment_05_tc_032222.docx	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 6	Initials: 4
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Tad Carlson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	733 MARKET ST
	TACOMA, WA 98402
	tcarlson@cityoftacoma.org
	IP Address: 216.109.110.11

**Record Tracking**

Status: Original	Holder: Tad Carlson	Location: DocuSign
4/4/2022 1:23:26 PM	tcarlson@cityoftacoma.org	

**Signer Events**

Phet Sinthavong  
psinthavong@cityoftacoma.org  
Security Level: Email, Account Authentication  
(None)

**Signature**


Signature Adoption: Drawn on Device  
Signed by link sent to  
psinthavong@cityoftacoma.org  
Using IP Address: 174.246.83.240  
Signed using mobile

**Timestamp**

Sent: 4/4/2022 1:28:20 PM  
Viewed: 4/4/2022 2:28:23 PM  
Signed: 4/4/2022 2:28:43 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/4/2022 2:28:23 PM  
ID: c2f7ed33-22e9-406e-8301-c817adb2d0d8

Charles S Lee  
Charles.Lee@ci.tacoma.wa.us  
Deputy City Attorney (Approved as to form only)  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Signed by link sent to Charles.Lee@ci.tacoma.wa.us  
Using IP Address: 136.226.57.77

Sent: 4/4/2022 2:28:44 PM  
Viewed: 4/4/2022 4:18:45 PM  
Signed: 4/4/2022 4:19:02 PM

**Electronic Record and Signature Disclosure:**  
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ID: e6c27939-a3b9-4fda-a7d9-a9fa55f62b53


Andrew Cherullo  
ACherullo@cityoftacoma.org  
Finance Director  
Security Level: Email, Account Authentication  
(None)




Signature Adoption: Pre-selected Style  
Signed by link sent to ACherullo@cityoftacoma.org  
Using IP Address: 136.226.55.80

Sent: 4/4/2022 4:19:03 PM  
Viewed: 4/5/2022 9:10:38 AM  
Signed: 4/5/2022 9:11:33 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/17/2019 8:34:10 AM  
ID: 50de52fd-7f76-4414-b5f7-b7aed7ba2ae4

Signer Events	Signature	Timestamp
<p>Patsy Best  pbest@cityoftacoma.org  Procurement and Payables Division Manager  City of Tacoma  Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style  Signed by link sent to pbest@cityoftacoma.org  Using IP Address: 73.225.202.251  Signed using mobile</p>	<p>Sent: 4/5/2022 9:11:34 AM  Viewed: 4/7/2022 6:26:56 AM  Signed: 4/7/2022 6:27:27 AM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Scott Caufield  scott@cascadiaclean.com  Owner  Cascadia Cleaning &amp; Removal  Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style  Signed by link sent to scott@cascadiaclean.com  Using IP Address: 164.116.253.243</p>	<p>Sent: 6/13/2022 9:44:29 AM  Viewed: 6/13/2022 10:21:27 AM  Signed: 6/13/2022 10:21:52 AM</p>
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**Electronic Record and Signature Disclosure:**  
Accepted: 4/26/2019 6:48:42 PM  
ID: 67584986-887a-46b5-be0f-399be0943e91

<p>Elizabeth Pauli  EPAULI@cityoftacoma.org  City Manager  Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style  Signed by link sent to EPAULI@cityoftacoma.org  Using IP Address: 136.226.57.90</p>	<p>Sent: 6/13/2022 10:21:54 AM  Viewed: 6/13/2022 12:25:49 PM  Signed: 6/13/2022 12:26:17 PM</p>
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**Electronic Record and Signature Disclosure:**  
Accepted: 6/13/2022 12:25:49 PM  
ID: cb55dbc0-15ed-47e7-a230-2c328d396e7b

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Envelope Sent	Hashed/Encrypted	4/4/2022 1:28:20 PM
Certified Delivered	Security Checked	6/13/2022 12:25:49 PM
Signing Complete	Security Checked	6/13/2022 12:26:17 PM
Completed	Security Checked	6/13/2022 12:26:17 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>



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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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  - ii. send us an e-mail to [charles.blankenship@ci.tacoma.wa.us](mailto:charles.blankenship@ci.tacoma.wa.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

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