

Schedule 18
Appendix 18V – Cambi

THIS FIRST SUPPLEMENTAL AGREEMENT made in duplicate effective day of November, 2023,

BETWEEN:

THE CITY OF WINNIPEG
("City"),

OF THE FIRST PART,

- and -

CAMBI, INC.
("Consultant"),

OF THE SECOND PART.

WHEREAS the City issued a Request for Proposal for Professional Consulting Services for Pre-Selection and Design Services for Thermal Hydrolysis Process System for North End Sewage Treatment Plant (NEWPCC) Upgrade as Request for Proposal No. 866-2016 (hereinafter referred to as the "**RFP**");

AND WHEREAS the Consultant responded to the RFP by submitting a Proposal prior to the Submission Deadline of February 15, 2017 (hereinafter referred to as the "**Proposal**");

AND WHEREAS on June 15, 2017, the Director of Water and Waste approved the award of contract to Cambi, Inc. for professional consulting services for Pre-Selection and Design Services For Thermal Hydrolysis Process System For North End Sewage Treatment Plant (NEWPCC) Upgrade under Request for Proposal No. 866-2016;

AND WHEREAS consequently the City entered into a contract with the Consultant upon such terms and conditions as were contained within the RFP as agreed to be modified by the parties by letters dated May 2th, 2017 and May 31, 2017 (the "**Original Agreement**");

AND WHEREAS the delivery method of the NEWPCC Upgrade as originally envisioned in the RFP was subsequently modified from one major project to three;

AND WHEREAS as part of this change, the City has determined that the NEWPCC: Biosolids Upgrade shall be delivered using a progressive design build method;

AND WHEREAS consequently the parties wish to amend certain portions of the Original Agreement, both to reflect the change in delivery methods and the passage of time;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. The parties agree that the following amendments are made to the Original Agreement:
 - a. The THPS Performance Characteristics as contained in Form Q of the Original Agreement are agreed to be updated to the figures contained in the Form Q attached as Appendix A to this First Supplemental Agreement, to be subject to the same requirements as were contained in B13 of Schedule C of the Original Agreement;
 - b. The documents contained in B10.2(b) of Schedule C of the Original Agreement are agreed to be replaced with the documents contained in Appendix B to this Supplemental Agreement, as follows:
 - i. Proponent's Drawings in accordance with B16.2;
 - ii. Process and Instrumentation Diagrams in accordance with B16.3;
 - iii. System Characteristics in accordance with B16.4;
 - iv. Bill of Quantities in accordance with B16.5;
 - v. List of Components Not Supplied in accordance with B16.6;
 - vi. Installation and Commissioning Requirements in accordance with B16.7;
and
 - vii. Operations and Maintenance Requirements in accordance with B16.8.
 - c. C0.1 of Schedule C of the Original Agreement is agreed to be amended to revise the version of the General Conditions for Consultant Services from Revision 2010-10-01 to Revision 2022-09-02, available at <https://legacy.winnipeg.ca/finance/findata/matmgt/conditions/gc-consultantserv2022-09-02.pdf>;
 - d. All references to the Project Manager in the Original Agreement are revised to state that the Project Manager is:

Jaimee Sekanjako, P.Eng., PMP.
Project Engineer, Waste Water Engineering Services,
Winnipeg Sewer Treatment Program
Water and Waste Department, City of Winnipeg
Email: jsekanjako@winnipeg.ca
Telephone No. 204-986-3266
 - e. Certain subsections of D2.1 of Schedule C of the Original Agreement are revised as follows:

- i. D2.1 (e) is replaced with the following: “**Design Build Agreement**” means the agreement entered into with the Design Builder following the successful completion of the Development Phase Agreement;
 - ii. D2.1(f) is replaced with the following: “**PDB RFP**” means the Request for Proposals No. 779-2021: NEWPCC Upgrade: Biosolids Facilities, which consists of two separate steps, being step 1: shortlisting of up to 3 Design Build Proponents, and step 2: selection of the Development Partner who could later become the Design Builder under the Design Build Agreement;
 - iii. D2.1(g) is replaced with the following: “**Development Partner**” means the Person selected as such through the evaluation process of the PDB RFP, who enters into the Development Phase Agreement;
 - iv. D2.1(h) is replaced with the following: “**Design Builder**” means the Person(s) who enters into the Design Build Agreement with the City following successful completion of the work of the Development Phase Agreement;
 - v. D2.1(i) is replaced with the following: “**Indicative Design**” means the design prepared by AECOM, that is to be used in the PDB RFP;
 - vi. A new definition is added as D2.1 (cc): “**Development Phase Agreement**” means the agreement entered into between the City and the Development Partner; and
 - vii. A new definition is added as D2.1 (dd): “**Development Phase Price Schedule**” means hourly rates of \$200 Canadian dollars, plus any living or travel expenses to be billed at cost and in accordance with the City’s travel guidelines provided in the Development Phase Agreement.
- f. D5.1 of Schedule C of the Original Agreement is revised as follows, with all text deleted and replaced with the below:

D5.1(a) Stage 1 - Working with the City:

*(i) Consultant shall provide professional services, including technical input, to the City and AECOM in connection with the development of the Indicative Design of the PDB RFP with respect to the THPS, as described in D5.2. Consultant shall provide technical information to be used in Schedule 14 of the Development Phase Agreement (being the draft DBA), as directed by the City. Consultant shall provide a cost estimate for the supply and delivery of the THPS (“**Base Equipment Cost**”). Consultant shall also provide the City the price and payment regime pursuant to which it shall be compensated by the Development Partner during the Development Phase (the “**Development Phase Price Schedule**”).*

(ii) Following the completion of the scope of Work described in D5.1(a) (i) Consultant shall work with the City to provide such information as may be reasonably requested by the City to provide to Shortlisted Proponents to enable them to prepare submissions to step 2 of the PDB RFP. Consultant acknowledges and consents to the Original Agreement and this First Supplemental Agreement being provided to Shortlisted Proponents as part of the above-noted information.

D5.1(b) Stage 2 – Working with the Development Partner and Design Builder:

(i) Following the execution of the Development Phase Agreement, Consultant shall enter into a contract directly with the Development Partner, incorporating the Development Phase Price Schedule, to assist the Development Partner in order to bring their design up to 60%. Additionally, Consultant shall provide pricing to the Development Partner and City for the future scope of services described in D5.1(b) (ii), which the City will verify against the most current Base Equipment Cost that Ostara provided to the City in D5.1(a)(i). Consultant shall be required to substantiate any price variance from same. For the avoidance of doubt, Consultant is advised that the Development Partner shall provide the City with an open book cost for the price to be paid pursuant to the Development Phase Agreement.

(ii) Following execution of the Design Build Agreement, Consultant shall enter into a separate agreement with the Design Builder in order to provide the THPS equipment and related information to same to enable the Design Builder to progress their design to 100% and provide the equipment, training, installation and commissioning, at a price that may be negotiated between Consultant and the Design Builder.

D5.1 (c) Stage 3 - Post Total Performance Services

(i) If the process does not meet Class A following Design Builder Total Performance, the THPS Supplier shall provide advisory services to the City and AECOM. These services include verifying that the THPS system meets performance related criteria as outlined in Appendix B and providing advisory services directing how to make the final product meet Class A Biosolids requirements as described by the United States Environmental

Protection Agency. The fees for the Post Design Builder Total Performance Services shall be as set out in the Development Phase Price Schedule, with such fees to be escalated based on CPI, or such other index as otherwise mutually agreed to by the Parties, up to the date such Post Design Builder Total Performance Services are required.

g. D5.2 (b) of Schedule C of the Original Agreement is revised as follows, with all text deleted and replaced with the below:

i. development and delivery of updated versions of the following from the Proponent's Proposal:

- A. Proponent's Drawings;
- B. Process and Instrumentation Diagrams;
- C. System Characteristics;
- D. Bill of Quantities;
- E. List of Components Not Supplied;
- F. Commissioning Requirements;
- G. Review of draft specifications;
- H. Operation and Maintenance Requirements; and
- I. Cost Estimate.

h. D5.3 (a) and (b) of the Original Agreement are agreed to be deleted in their entirety and replaced with the following:

Four (4) one hour meetings via Microsoft Teams.

i. D5.3.1, D5.3.2, D5.3.3 and D5.10 of the Original Agreement are agreed to be deleted in their entirety and replaced with "not used".

j. D10.1 of the Original Agreement is revised as follows, with all text deleted and replaced with the below:

D10.1 The City anticipates the following schedule for this Contract:

Stage 1

- Start = Q3 2017
- End = Q2 2024

Stage 2

- Start = Q3 2024
- End = Q4 2032


- k. The Specifications shown in Part E: Specifications of the Original Agreement are revised by being deleted and replaced with Specifications attached as Appendix C and including the following:
- i. WSTP Automation Design Guide R03
 - ii. WWD Electrical Design Guide R05
 - iii. WWD Sewage Treatment Plant Tag Naming Standard R00
 - iv. WWD HMI Layout and Animation Plan R03
 - v. WWD Structural Design Guide R02
 - vi. 11355 Draft - Thermal Hydrolysis

2. In all other respects, the Original Agreement as amended and extended is hereby confirmed and ratified.

This Supplemental Agreement may be executed in any number of counterparts, including counterparts signed by fax or electronic mail, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied, fax and/or electronic mail copy of this Supplemental Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Supplemental Agreement.

IN WITNESS WHEREOF the parties have signed and sealed this First Supplemental Agreement as of the day and year first above written.

THE CITY OF WINNIPEG

Per: 

Director of Water and Waste Department
I have authority to bind The City of Winnipeg

CAMBI, INC.

Per:

(signature of authorized officer)

(print name and title)

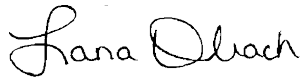
Per: 

(signature of authorized officer)

Paul Christy General Manager

(print name and title)
I/We have authority to bind **CAMBI, INC.**

Certified as to Contract Details &
Reviewed as to Business Terms



Senior Project Engineer
Department of Water and Waste

Legally Reviewed and Certified as to Form:



for Director of Legal Services and City Solicitor

Appendix A THPS Performance Characteristics

Parameter	Unit	Value
Feed PDS Flow (at 17 %DS):		
Minimum 7 day rolling average (2031)		265
Annual average (2031)		531
Maximum month (2031)	m ³ /d	820
Minimum 7 day rolling average (2050)		281
Annual average (2050)		563
Maximum month (2050)		866
Feed PDS Mass Loading:		
Minimum 7 day rolling average (2031)		45
Annual average (2031)		90
Maximum month (2031)	tDS/d	139
Minimum 7 day rolling average (2050)		48
Annual average (2050)		96
Maximum month (2050)		147
Feed PDS Concentration:		
Minimum	%DS	14
Average (Design)		16.5
Maximum		18
Feed PDS Temperature:		
Minimum	°C	9
Maximum		20
Volatile Solids Fraction:		
Average	%	65
Maximum		75

Appendix B

- B-1: Proponent's Drawings**
- B-2: Process and Instrumentation Diagrams**
- B-3: System Characteristics**
- B-4: Bill of Quantities**
- B-5: List of Components Not Supplied**
- B-6: Installation and Commissioning Requirements**
- B-7: Operations and Maintenance Requirements**

See Appendix B document



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Appendix B.pdf

Appendix C Specifications

C-1: WSTP Automation Design Guide R03

C-2: WWD Electrical Design Guide R05

C-3: WWD Sewage Treatment Plant Tag Naming Standard R00

C-4: WWD HMI Layout and Animation Plan R03

C-5: WWD Structural Design Guide R02

C-6: 11355 Draft - Thermal Hydrolysis

See Appendix C document



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Appendix C.pdf