

CITY OF CLINTON

# MEMO

**DATE:** October 20, 2009

**FROM:** Arnold Adams, PW Director

**TO:** Grayson Bottom

**RE:** Air Diffuser Purchase for WWTP

I am requesting permission to purchase Air Diffusers for the Waste Water Treatment Plant.

On April 03, 2009 DEQ, while doing their annual NPDES (National Pollutant Discharge Elimination System) compliance evaluation, determined that we need to change all of our diffusers in our aeration basins. We have 4 basins with 200 diffusers each. Our plan is to take 200 diffusers (1 basin) out and replace them with new ones, rebuild the 200 diffusers that we remove and replace a 2<sup>nd</sup> set of diffusers with the rebuilt ones. Next budget year we plan on rebuilding the 3<sup>rd</sup> and 4<sup>th</sup> basins. According to DEQ we will be in compliance as long as we have a plan in place and complete it.

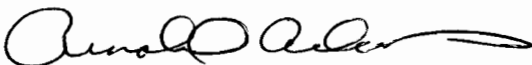
I am aware of our Capital Improvement Fund expenditure freeze and our limiting of operational spending. However, I feel we need to go ahead and complete this project now in order to stay operational and to stay in compliance with DEQ.

After checking with several vendors the following vendor is the only one we could find to fit our application: **(Note: This is not budgeted in our Capital budget, but in our Equipment Maintenance line item.)**

Siemens Water Technologies –

• Diffuser (complete) – 200 x \$69.00 =	\$13,800.00
• Gasket – 400 x \$1.00 =	\$400.00
• Rebuild kits – 200 x \$31.00 =	\$6,200.00
• Freight =	<u>\$600.00</u>
• <b>Total =</b>	<b>\$21,000.00</b>

Sincerely,



Arnold Adams



STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

April 3, 2009

Allen Bryson, Chairman  
Clinton Public Works Authority  
P.O. Box 1177  
Clinton, Oklahoma 73601

Re: NPDES Compliance Evaluation Inspection  
Clinton Public Works Authority Wastewater Treatment Facility  
OPDES Permit No. OK0031011  
Facility No. S-10804

Dear Mr. Bryson:

Enclosed is a copy of the report resulting from the NPDES Compliance Sampling Inspection (CSI) conducted at the Clinton Public Works Authority Wastewater Treatment Facility (WWTF) on January 15, 2009, by Department of Environmental Quality (DEQ) personnel. The purpose of the inspection was to evaluate your wastewater facility for compliance with its OPDES permit. The following violations and/or deficiencies were noted during the CSI:

**Recordkeeping and Reporting Evaluation**

- WWTF personnel have not performed in-stream sampling as required per OAC 252:606-11-3(e).

**Operations and Maintenance**

- The number one (1) clarifier inner baffle was rusting at the seam and leaking, causing short-circuiting, and diminishing the effectiveness of settling. The clarifier baffle should be repaired so that all flow is evenly distributed under the baffle.
- All three (3) clarifiers had visible excessive foam, scum build-up, and solids flowing over the clarifier weirs.
- Bar screen compactor "cakes" were observed on the ground near the screening removal system. A check-valve was leaking on the 60 horsepower (HP) influent pump at the headworks.
- There were ripped or torn air diffusers in all four (4) aeration basins. The plant operator indicated that maintenance was scheduled to replace or repair the diffusers this summer.
- The number one (1) clarifier scum hopper was plugged and not functioning properly.
- There was floating scum and grease in all four (4) sand filters.
- There was minor floating debris in both chlorine contact basins.
- The north side sludge return screw pump was out of service for painting, and the operator did not know when it was scheduled to be returned to service.
- Operation and maintenance manuals, standard operating procedures, and procedures for emergency operations were available, but in a stage of development and incomplete. This was noted in the last Compliance Evaluation Inspection (CEI) conducted on January 31, 2008.



- Two (2) bypasses from the WWTF and collection system were reported since the last CEI on January 31, 2008. See the attached list.

#### **Flow Measurement**

- Plant operators were performing flow calibration checks and keeping a written record, but were not converting the data to a flow rate and calculating the percent error. The purpose of flow checks is to determine if the flow meter is functioning properly. This purpose cannot be accomplished if the percent error is not calculated and shown to be <10%.

#### **Laboratory**

- On the September 2008 Discharge Monitoring Report (DMR) and Monthly Operation Report (MOR), total suspended solids (TSS) values were less than the minimum quantifiable concentration of 2.5 mg/l as identified in *Standard Methods for the Examination of Water and Wastewater, 20th Edition*, § 2540 D. 3. b. that states "*Selection of filter and sample sizes: Choose sample volume to yield between 2.5 and 200 mg dried residue. If volume filtered fails to meet minimum yield, increase sample volume up to 1 L. If complete filtration takes more than 10 min. increase filter diameter or decrease sample volume.*" Laboratory procedures must be revised to meet the minimum quantifiable concentration of "2.5 mg/l." The minimum quantification concentration of "2.5 mg/l" should be used in computing the "Monthly Average TSS", and "Average TSS Loading" that are reported on the monthly DMRs. The DMR for September 2008 must be revised and resubmitted to the DEQ. The revised DMRs should include a statement indicating the number of samples that resulted in the use of the minimum quantification concentration in the calculations.
- Five-day biochemical oxygen demand (BOD<sub>5</sub>) -- Glucose/glutamic acid samples were not being performed at the time of the inspection.
- At the time of the inspection, the label on pH buffer solutions numbers 4, 7, and 10, indicated that the solutions were expired. All expired buffers and reagents should be replaced.
- The laboratory operators were not documenting the pH meter calibration test results.
- Control charts for quality assurance and quality control purposes as described in Section 1020 of *Standard Methods for the Examination of Water and Wastewater, 20<sup>th</sup> Edition*, were not complete and in a stage of development.

#### **Sludge Disposal**

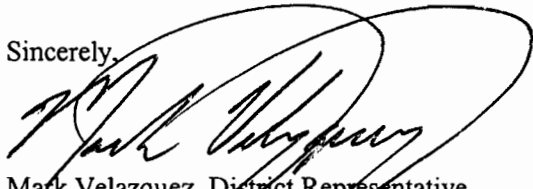
- The WWTF operators were not maintaining written documentation that demonstrates adequate drying time to meet Class B pathogen reduction requirements. Please see the attached Sludge Inspection Checklist for additional details.

Clinton Public Works Authority  
NPDES Compliance Sampling Inspection  
Facility No. S-10804  
April 3, 2009  
Page 3 of 3

Within thirty (30) days of the date of this letter, the Clinton Public Works Authority needs to take whatever corrective action is necessary to correct the violation(s) cited herein, as well as the deficiencies cited in the enclosed report. A report detailing the corrective actions is needed for documentation purposes by the DEQ. If an item cannot be corrected within thirty (30) days and that item is not already covered under an existing enforcement order, the report must include a schedule for correction of that item.

If you have any questions or need additional information, please contact me at (405) 702-8125 or write me at the letterhead address.

Sincerely,



Mark Velazquez, District Representative  
Municipal Wastewater Enforcement Section  
Water Quality Division

MV/WC/MPM/PR/md CDP/GC

Enclosure: As stated

cc: Grayson Bottom, City Manager, City of Clinton  
Terry Gathers, Clinton Wastewater Treatment Facility Supervisor  
Beth Ledbetter, ECLS, Burns Flat DEQ Office  
Bill Kropf, Regional Manager, ECLS, DEQ

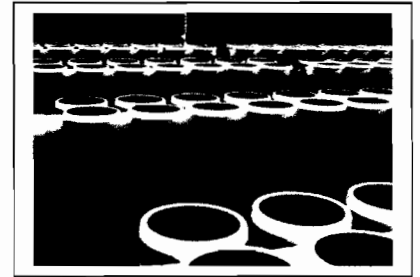
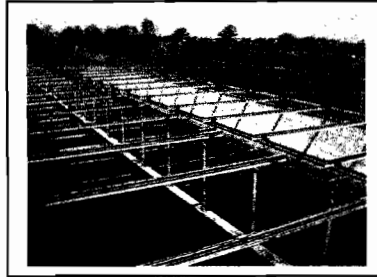
# SIEMENS

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- Digestion
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For more information on any of our Equipment or Aftermarket Capabilities, please call one of our Siemens Account Managers.

#### Aftermarket Managers by State:

Bob Dunn – all RBC's (262) 521-8206

Mike Jopek- CA (Northern) CO, IL (Southern), MI, MO (Eastern), WI. (262) 521-8481

Brenda Ludwikowski- CA (Southern), AZ, HI, IN, KY, NM, NV OH (Southern), TN, Siphon's. (262) 521-8379

Dick Pausch- AL, AR, DC, FL, GA, LA, MD, MS, NC, NY, SC, TX, VA, Canada. (262) 521-8221

Ken Spencer- Asia/ Pacific, Mideast/Europe (262) 521-8415

Greg Weston-AK, IA, ID, IL (Northern), KS, MN, MO (Western), MT, ND, NE, OK, OR, SD, UT, WA, WY, Latin America. (262) 521-8218

Ross Youngell- CT, DE, MA, ME, NH, NJ, NY, OH (Northern), PA, RI, VT, WV, (262) 521-8471

Or Call toll free 1-800-931-1755 or Fax (262) 521-8249 Please refer to this mailer when Calling.

**Siemens Water Technologies Corp.**

**1901 South Prairie Avenue  
Waukesha, WI 53189**

**Tel: (262) 547-0141  
Fax: (262) 547-4120  
[www.siemens.com/water](http://www.siemens.com/water)**

Quote Date	Revision #	Page #
09/08/09		1
Print Date	Orig. Contract	
09/10/09	UNK	
End-User / Installation Name		
Customer Quote #		
TERRY G		

Quotation #	Attention:
Q0903226	TERRY GATHERS
	PH: 580-323-4330
	FX: E

Bill To:
79308
CLINTON, CITY OF (OK)
P.O. BOX 1177
CLINTON OK 73601

Ship To:
79308
CLINTON, CITY OF (OK)
W.W.T.P.
3000 EAST COMMERCE STREET
CLINTON OK 73601

**Siemens Water Technologies is pleased to offer the following quotation for your consideration:**

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
001	200	603-31120-80	DIFFUSER ASSY-FINE BUBBLE DISC, 20.47" DIA X 1.85"H	69.00	EA	13800.00	4- 6 WEEKS
002	800	303-60457-1	GASKET-DIFFUSER, 1.91"ID X 2.47"OD X .125"THK, EPDM	1.00	EA	800.00	4- 6 WEEKS
003	600	303-80181-1	MEMBRANE-REX FLEX, 20.08"DIA., FREE FLOATING	31.00	EA	18600.00	4- 6 WEEKS
755	1		SHIPPING & HANDLING	1389.00	LT	1389.00	
IN THE EVENT THIS MATERIAL IS ORDERED, NEW PART NUMBERS WILL BE USED INSTEAD OF THOSE LISTED ABOVE DUE TO THE IMPLEMENTATION OF OUR NEW SAP BUSINESS SYSTEM.							
Total Sale Price:						34,589.00	

**Please Direct Questions, Comments, or Inquiries to:**

Local Representative #: 821	Siemens Account Manager: Greg Weston
Name: VESSCO, INC.	Phone: (262) 521-8218
Phone: 515/233-8599	Fax: 262-521-8249
Fax: 515-233-8602	E-Mail: gregory.weston@siemens.com

Prices are in Effect for: 30 Days	Payment Terms: N30
* Lead Time: Contingent Upon Stock Availability	Freight Terms: FOB SHIPPING POINT
Minimum Order Value: \$50.00	

## STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the owner and/or prime contractor.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 12 months from shipment (the "warranty period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the warranty period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.  
In the event buyer wishes to return material for credit - A return material authorization (R.M.A.)  
must be issued from the seller before any return.  
Equipment to be returned must be in new condition, suitable for restocking and resale.  
Non stock items are not returnable.  
Items invoiced over 12 months prior are not returnable.  
Restock fee of 25% of item value applies.  
Return freight and associated costs are for the account of the buyer.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Pennsylvania without regard to its conflict of laws provisions.
12. RESERVATION CLAUSE (International - including Canada and Mexico). Purchaser acknowledges that (SOC/Seller/ Contractor/Consortium) is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the (Work/Equipment/Services) provided under the Contract, including any export license requirements. Purchaser agrees that such (Work/Equipment/Services) shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by (SOC/Seller/Contractor/Consortium) of its obligations hereunder that compliance with such export laws and regulations be maintained at all time.  
PURCHASER AGREES TO INDEMNIFY AND HOLD (SOC/SELLER/CONTRACTOR/CONSORTIUM) HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Siemens appreciates the opportunity to provide this quotation for your consideration, and looks forward to doing business with you!

Quotation Submitted by Siemens:

*Greg Weston*  
(Signature)  
Greg Weston  
(Name)  
(262) 521-8218  
(Telephone)  
(262) 521-8249  
(Fax)

Siemens has implemented procedures to be in accordance with the Sarbanes-Oxley Act of 2002. These procedures require a signed confirmation from the buyer of the intent to purchase.

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Acknowledged by Seller:

\_\_\_\_\_  
(Company Name)

Siemens  
(Company Name)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE VISIT OUR WEBSITE AT [www.siemens.com/water](http://www.siemens.com/water) FEATURING:

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OR CALL 1-800-931-1755

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