

AGREEMENT

25-0590-N

Sole Source Agreement for Thioguard (R) Magnesium Hydroxide and Equipment

This Agreement (the "agreement" or "contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Premier Magnesia, LLC whose primary address is 75 Giles Place, Waynesville, NC 28786 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Special Conditions attached as Exhibit C.
 - d. Insurance Requirements attached as Exhibit D.
 - e. Scope of Work attached as Exhibit E.
 - f. Pricing Proposal attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for 12 months from the Effective Date (the "Contract Term").

C. Expenditures Cap

1. Payment and pricing terms for the initial term are subject to the Pricing Proposal in Exhibit F. County expenditures under the Agreement will not exceed \$1,664,740.00 for the Contract Term without a written amendment to this Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the
State of Florida:

Signature

Printed Name

Printed Title

Date

Contractor:



Signature

Boone Pitts

Printed Name

Vice President of Sales

Printed Title

09/11/2025

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Exhibit C – Special Conditions

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Magnesium Hydroxide to be ordered, as and when required.

4.2. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.3. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

4.4. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

Exhibit D – Insurance Requirements

5. 1. INSURANCE (Requirements)

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include the Contractor's current Certificate(s) of Insurance. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
 - I. Upon selection of Contractor for award, the selected Contractor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.
- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the

Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Contractor or their agent prior to the expiration date.

- 1) The Contractor shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- D. If subcontracting is allowed under this Bid, the Primary Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Contractor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

- 1) require each subcontractor to be bound to the Contractor to the same extent the Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;

- 2) provide for the assignment of the subcontracts from the Contractor to the County at the election of Owner upon termination of the Contract;
- 3) provide that County will be an additional indemnified party of the subcontractor.
- 4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;
- 5) provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) assign all warranties directly to the County;
- 7) identify the County as an intended third-party beneficiary of the subcontract. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.2. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 1) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 2) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non- owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

A. Limit

Combined Single Limit Per Accident	\$1,000,000
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- 3) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

Exhibit E – Scope of Work

6.1. PRODUCT REQUIREMENTS

Contractor shall at a minimum meet the following specifications. The Contractor shall provide written specifications for the bid product that meet all the minimum specifications listed within their bid submittal. Product specifications shall thereafter be confirmed by a third-party laboratory on an annual basis.

Slurry Basis:	Typical	Maximum	Minimum
Mg(OH) ₂ contained lb/gal	7.7	8.0	7.0
Dry Solids Basis:	Typical	Maximum	Minimum
Mg(OH) ₂ , wt%	98.8		98.5
CaO, wt%	0.6	0.8	
SiO ₂ , wt%	.20	.35	
Fe ₂ O ₃ , wt%	.10	.21	
Median Particle Size, Micron	3.0	4.0	1.0
Specific Surface Area, m ² /g	10	20	9
Acres/Gallon	3.21	3.5	3.0
Lbs. Alkalinity/gallon	13.0	14.0	11.0
Caustic Magnesia Activity/Sec*	250	300	
% Passing 325 Mesh Sieve	99.6	100	99.0
Timed Liquid/Solid Settling Test, mL	248.0	240.0	250.0
Stabilized Residual Test, Grams*	1.0	4.0	
Caustic Soda (NaOH) Equivalent	1lb. equivalent to .73 lb Mg(OH) ₂		
Soda Ash (Na ₂ CO ₃) Equivalent	1lb. equivalent to .55 lb Mg(OH) ₂		
Physical Properties:	Typical	Maximum	Minimum
Density, lbs./gal.	12.8	13.1	12.2
Solids, Weight Percent %	56	62	55
Viscosity, cps*	150	500	100
Certifications:			
ISO 9001:2008-ANSI/ISO/ASQ Q9001-2008 Certificate of Registration with scope of: Distribution, Sales and Manufacture of periclase and technical grades of magnesium oxide and magnesium products.			

- A. Wet Milling Process – Magnesium Hydroxide must be produced and derived from highly reactive magnesium chloride brine utilizing a wet milling process for consistent product sizing, uniformity, reactivity and highest purity. This requirement is utilized to provide consistent performance, better dispersion and suspension stability. Proof of origination and written description of production method (Wet milling Process) should be provided a minimum of twice per year.
- B. Magnesium Hydroxide must be certified and maintain International Organization for Standardization (ISO) 9001:2008 – American National Standards Institute (ANSI) ANSI/ISO/ASASQ Q9001-2008 registration. ISO 9001:2008 Certificate of Registration helps ensures customers receive consistent, high quality products and services.
- C. Proof of Origination – Magnesium Hydroxide must be produced and derived from highly reactive magnesium chloride brine that originates and is manufactured in the United States.
- D. Mg(OH)₂ - Magnesium Hydroxide shall have a minimum Mg(OH)₂ dry weight percent purity of ninety-eight-point percent or greater to ensure high grade consistency, sufficient surface area and reactivity within the municipal wastewater.
- E. Magnesium Hydroxide shall have a minimum seven-point-zero (7.0) pounds per gallon of a minimum ninety-eight-point five (98.5%) percent Mg(OH)₂ dry weight percent purity to ensure a minimum reactive solids content per gallon, consistent sufficient surface area and reactivity within the municipal wastewater.
- F. Median Particle Size - Magnesium Hydroxide shall have a median particle size no greater than four point zero (4.0) microns in order to ensure sufficient surface area and reactivity within the municipal wastewater.
- G. Alkalinity - Magnesium Hydroxide shall have a minimum alkalinity of eleven point zero (11.0) pounds per gallon in order to ensure sufficient capacity to neutralize acid within the municipal wastewater and wastewater infrastructure. Written confirmation shall be submitted on a monthly basis during the term of the agreement.

- H. Specific Surface Area - Magnesium Hydroxide shall have a specific surface area, m²/g of no less than nine (9) square meters per gram in order to ensure sufficient surface area and reactivity within the municipal wastewater.
- I. Caustic Magnesia Activity/Sec - Magnesium Hydroxide shall have a Caustic Magnesia Activity/Second no greater than 300 seconds in order to ensure sufficient surface area and reactivity within the municipal wastewater collection and treatment systems.
- J. Stabilized Residual Test - Magnesium Hydroxide shall have a Stabilized Residual Test result of less than or equal to four (≤ 4) grams to prevent feed tank handling and wastewater treatment plant and pumping problems associated with instability of low grade magnesium hydroxide slurry produced from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime-enhanced versions of the former. Magnesium hydroxide slurry produced or derived from uncalcined dolomite, dolime, brucitic marble, or any other caustic-enhanced or lime-enhanced versions of the former are not compliant with this bid and will not be accepted.
- K. CaO - Magnesium Hydroxide shall be capable of cost effectively providing non-carbonate alkalinity for biological treatment plant processes. The percent by weight of the Contractor's magnesium hydroxide slurry shall not exceed event water softening and to prevent the precipitation of magnesium and calcium that results in sludge production and reduced reactivity / reduced alkalinity.

6.2. EQUIPMENT:

- A. Contractor shall provide the appropriate number of feed pumps and appropriate number and size of High-Density Polyethylene (HDPE) feed tanks to service County, at no additional charge.
 - 1. The Contractor shall complete the tank installation within four (4) weeks after award of the contract. All equipment shall be new, and Contractor shall have responsibility to maintain equipment to ensure all equipment is in good working order at all times per

manufacturer and OEM industry standard to ensure continuous operational functionality.

B. County will provide concrete pads for the tanks and equipment including electrical and water connections. Each feed system shall include:

1. Graco EP Series or Watson Marlow SPX Series peristaltic hose pump per injection point
2. One (1) basic operation control panel per location, capable of feeding in a flow proportional manner
3. One (1) mechanical two-inch (2") stainless-steel vertical shaft mixer/gearbox/gearbox motor with a minimum thirty (30") inch diameter stainless steel mixing blades and mixing blades hub or County
4. One (1) spare pump as a back-up at each wastewater treatment plant, at no additional cost to County.
5. Contractor shall provide routine maintenance parts and repair service for the feed tanks, as follows:
 - a. Inspect pump and pump motor for proper working condition (2 times per month)
 - b. Magnesium Hydroxide tanks will be marked in fifty (50) gallon increments in order to easily measure current quantities
 - c. Inspect pump hose for proper working condition (2 times per month)
 - d. Inspect mixer shaft, hub, blades and gearbox motor for proper working condition that includes proper balance and alignment (2 times per month)
 - e. Inspect gearbox oil levels for proper working condition (2 times per month).
 - f. Inspect pump Hz and compare with scheduled pump Hz (2 times per month)

- C. Inspect power supply to feed unit (2 times per month)
- D. Inspect feed unit valves and electrical switches to ensure they are in proper position and record position of hand/auto switch prior to departure
- E. Response time for repairs shall be within four (4) hours of notification
- F. A summary of all routine repairs and maintenance shall be submitted to County, in writing, each month. Prior to any change in equipment size, shape or replacement Contractor shall acquire approval from County and provide at least ten (10) business days' notice of intent to change out or replace equipment
- G. Contractor shall be accountable for odor complaints and shall respond to such complaints within eight (8) business hours or meet with County staff on the next business day to discuss and resolve the complaint in a mutually agreed upon manner.
- H. Should an odor complaint occur, Contractor shall meet with County staff to determine the most effective way to resolve the current issue and provide follow-up monitoring to adjust feed rates as to ensure the County is only using the amount needed to control the odor on an as-needed basis.

6.3. DELIVERY

- A. The Contractor's distribution terminals must have a minimum inventory of Magnesium Hydroxide of twenty thousand (20,000) gallons at any of the distribution locations, always, to ensure adequate supply in case of weather-related / force majeure events that impede transportation and delivery.
- B. Site deliveries must be conducted Monday through Friday between the hours of 7:00 AM and 3:00 PM. EST. Contractor shall schedule all deliveries with the County Manager responsible for the respective area with forty-eight (48) hour notice.
- C. All shipments shall be accompanied by a delivery ticket indicating the amount of product delivered to each site with each delivery. Each delivery ticket is to be emailed by the Contractor

to the County Manager responsible for the respective area within twenty-four (24) hours of delivery.

- D. Each Report of delivery shall state the total gallons in the County tank prior to delivery, the amount of Magnesium Hydroxide delivered, and the total gallons in County tank once the delivery is completed.
- E. Contractor is responsible for cleanup of any spillage or leakage during transportation or on the County site due to defective pumping or unloading or negligence of the driver.
- F. Contractor shall have straight body delivery trucks with proper equipment to make partial load deliveries to the specified feed units located in residential neighborhoods.

6.4. MONITORING AND REPORTING

- A. Monitoring shall be done at the existing eight (8) monitoring sites monthly, as follows:

South County

PS-016

PS-159

Manhole at 58th Street in Kenneth City

North County

PS-300

PS-302

PS-345

PS-315

ARV-Klosterman Road

PS-438

- 1. Monitoring shall consist of monthly seven-day deployment of Odalogs with, at a minimum, monitoring of liquid wastewater pH. Control points should be tested for H2S and pH levels and submitted with the monthly report. PCU may require additional testing from time to time. A report shall be generated summarizing all monthly monitoring data and other information requested by PCU.

2. Monthly Reports will include the date, time and quantity delivered for each location.
3. Monthly monitoring of H₂S and pH shall include which Odalogs recorded the values (by serial number) and the most recent calibration document for each respective unit.
4. Control points should be tested for H₂S and pH levels and submitted within a monthly report
5. Contractor may require additional testing from time to time
6. Contractor shall meet with County at a frequency as requested by County, but no less than quarterly, to review product performance and any changes deemed necessary to the feed system.
7. Contractor shall be available to meet within forty-eight (48) hours County notice to address any emergency situations that may occur.
8. A report shall be generated summarizing all monthly monitoring data and other information requested by County and include date, time and quantity delivered for each location.
9. Monthly reporting is to be submitted in an Excel spreadsheet and shall provide for all results as defined in Exhibit E.
10. Once a year the Contractor shall provide a summary of all deliveries, services, maintenance and reports by month from October 1 of the previous year through September 30th of the current year. The report shall be provided no later than October 15th of the current year.

6.5. TECHNICAL ASSISTANCE

- A. Contractor shall provide technical assistance and training to the County, as needed.
 1. Contractor shall work with County to assist with any adjustments or changes in service to accommodate pilot studies or tests conducted by County and its consultants and when required.
- B. As part of the project team, Contractor shall employ a person with applicable experience in the application of magnesium hydroxide in wastewater collection and treatment systems.

6.6. ENVIRONMENTAL AND SAFETY

- A. Contractor is responsible for complying with all Federal and State of Florida standards, including but not limited to: regulations and laws concerning this type of service, including EPA standards. This includes Pinellas County ordinances and regulations.
- B. At each delivery, Contractor must supply a current and valid Material Safety Data Sheet (SDS) for the technical grade Magnesium Hydroxide slurry produced and derived from highly reactive magnesium chloride brine. The SDS must include a Chemical Abstract Service (CAS) number for the product.

6.7. EMERGENCY SPILLS

- A. Contractor shall provide an emergency contingency plan with bid submittal, and upon request by Pinellas County for each location at any time during the term of the agreement, with appropriate telephone contacts, for the County to follow in case of an emergency spill of Magnesium Hydroxide.
 - 1. The emergency spill response plan shall detail the response and business continuity plan of the company to include the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers).
- B. Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.
 - 1. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.
 - 2. County reserves the right to refuse any all deliveries made with equipment that is poorly maintained and/or leaking Magnesium Hydroxide.
- C. Proper spill response notification procedures, along with any forms required by all local, state, or federal regulatory agencies, shall be included by Contractor.
 - 1. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies of a spill incident.

2. In the event of a spill or leak the Contractor shall supply the necessary personnel to respond to such an event to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts.
3. Should a spill or leak occur, caused by Contractor's personnel, equipment, or method of delivery Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986 42 U.S.C.S. 11001 et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988 Part II Florida Statutes.
4. The responsibility for compliance with Federal and State Rules and Regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor.
5. The Contractor shall hold County harmless for any failure to properly report and/or comply with this provision.

Exhibit F – Pricing Proposal

25-0590-N Magnesium Hydroxide and Equipment
Exhibit F - Pricing Proposal

Description	Estimated Annual Quantity	Lbs of Mg(OH)2 per gallon	Year 1 - Price per Lb. Mg(OH)2	Total Lbs of Mg(OH)2 delivered	Total
Magnesium Hydroxide Services – Delivered to feed locations (including all necessary turnkey equipment and product application services.	460,000.00 Gallons	7.7	0.47	3,542,000.00	\$1,664,740.00
TOTAL NOT TO EXCEED:					\$1,664,740.00