

NEW

**State of Maine****Master Agreement****Effective Date:** 06/11/19**Expiration Date:** 06/30/20**Master Agreement Description:** Hot Applied Asphalt Pavement Repair Mastic**Buyer Information**

William Allen

207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

SHARON KRECHKIN

207-624-3038 ext. sharon.krechkin@maine.gov

**Requestor Information**

Sharon Krechkin

207-624-3038 ext. sharon.krechkin@maine.gov

**Authorized Departments**

17A TRANSPORTATION

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC1000018529

**Vendor Name**

CRAFECO INC

**Alias/DBA****Vendor Address Information**

PO BOX 1427

JACKSON, MS 39215

US

**Vendor Contact Information**

NICK DELL'ISOLA

602-276-0406 ext.

bids@crafco.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** CRAFCO INC

**Commodity Line #:** 1

**Commodity Code:** 96712

**Commodity Description:** Hot Applied Asphalt Pavement Repair Mastic

**Commodity Specifications:**

**Commodity Extended Description:** Hot Applied Asphalt Pavement Repair Mastic. FOB Destination Pricing. Crafcoc Local Maine Store is located at 314 Presumpscot Street, Portland, ME 04103

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

0

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

**Service End Date**

**Catalog Name**

Hot Applied Asphalt Pavement Repair Mastic

**Discount**

0.0000 %

**Discount Start Date**

06/11/19

**Discount End Date**

06/30/20

**TERMS & CONDITIONS**  
**MA 190611-187**

**COMMODITY ITEM:** Hot Applied Asphalt Pavement Repair Mastic

**CONTRACT PERIOD:** Through June 30, 2020. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

**CONTACT PERSON:** The contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. **The contact person will be: Nick Dell'Isola      Tel: 602-276-0406      Email: Nick.Dell'Isola@crafco.com**

**EXTENSION OF CONTRACT:** The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

**CANCELLATION OF CONTRACT:** The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

**PRICES:** Prices shown include ALL shipping, FOB Destination.

**QUANTITIES:** It is understood and agreed that the contract will cover the **actual quantities** required by State Agency over the length of the contract.

**PROCUREMENT CARD:** State policy requires vendors to accept the State of Maine Procurement Card (P-Card) as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

**ORDERING PROCEDURE:** Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a DO or P-Card.

**DELIVERY:** The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. List of Delivery Addresses below. The Contractor must deliver to the following DOT locations: Scarborough, West Gardiner, Dixfield, Carmel and Presque Isle. The State will always have the option of picking up, in full unit quantities, lifts of ply form at the vendor's location.

**QUARTERLY REPORT:** The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

## Product Specifications

### Hot Applied Asphalt Pavement Repair Mastic

Target Properties:

<b>POLYMER MODIFIED BINDER</b>	<b>Requirement</b>
Cone Penetration, @77degF (25degC) (ASTM D5329)	60 max
Cone Penetration, @122degF (50degC) (ASTM D5329)	120 max
Softening Point (ASTM D36)	200degF min
Flexibility (1", 180degF, 10 sec) (ASTM D3111 modified)	32degF
<b>AGGREGATE</b>	
Abrasion Resistance (ASTM C131)	35% max
<b>BLENDED PRODUCT</b>	
Flexibility, 32degF (0degC) (PTM 3)	Pass
Adhesion, 77degF (25degC) (PTM 4)	25 PSI (172 KPA) min
Specific Gravity	1.7 - 2.0
Minimum Application Temperature	375degF (190degC)
Maximum Application Temperature	400degF (204degC)

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
33339-PAL-PU	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,P/U	Picked up at vendor's location, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$26.00	14
33339-PM-PAL-PU	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,P/U	Hot Applied Asphalt Pavement Repair Mastic, Picked up at vendor's location, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$21.00	14
33339-PAL-SCAR	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Scar	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Scarborough, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$27.20	14
33339-TRK-SCAR	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Scar	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Scarborough, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$26.00	14
33339-PM-PAL-SCAR	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,Scar	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Scarborough, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$21.90	14
33339-PM-TRK-SCAR	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,Scar	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Scarborough, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$21.00	14
33339-PAL-WG	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,W.Gard	Hot Applied Asphalt Pavement Repair Mastic, Delivered to West Gardiner, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$27.60	14
33339-TRK-WG	Asphalt Pavement Repair Mastic,Hot,Truck,Box,W.Gard	Hot Applied Asphalt Pavement Repair Mastic, Delivered to West Gardiner, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$28.80	14
33339-PM-PAL-WG	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,W.Gard	Hot Applied Asphalt Pavement Repair Mastic, Delivered to West Gardiner, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$22.20	14
33339-PM-TRK-WG	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,W.Gard	Hot Applied Asphalt Pavement Repair Mastic, Delivered to West Gardiner, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$21.30	14
33339-PAL-DIX	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Dixfield	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Dixfield, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$27.40	14
33339-TRK-DIX	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Dixfield	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Dixfield, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$26.20	14
33339-PM-PAL-DIX	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,Dixfiel	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Dixfield, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$22.05	14
33339-PM-TRK-DIX	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,Dixfield	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Dixfield, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration)Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$21.45	14

33339-PAL-CAR	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Carmel	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Carmel, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$28.00	14
33339-TRK-CAR	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Carmel	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Carmel, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$26.80	14
33339-PM-PAL-CAR	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,Carmel	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Carmel, FOB Destination Pricing, 30lbs Plexi-Melt (Boxless Configuration) Per Pkg, 70 Pkgs Per Pallet	PKG	\$22.50	14
33339-PM-TRK-CAR	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,Carmel	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Carmel, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$21.60	14
33339-PAL-BANG	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Bangor	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Bangor, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$28.00	14
33339-TRK-BANG	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Bangor	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Bangor, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$26.80	14
33339-PM-PAL-BANG	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,Bangor	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Bangor, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$22.50	14
33339-PM-TRK-BANG	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,Bangor	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Bangor, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$21.60	14
33339-PAL-HAN	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Hancock	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Hancock, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$28.40	14
33339-TRK-HAN	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Hancock	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Hancock, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$27.20	14
33339-PM-PAL-HAN	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,Hancock	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Hancock, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$22.80	14
33339-PM-TRK-HAN	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,Hancock	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Hancock, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$21.90	14
33339-PAL-PEM	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Pembroke	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Pembroke, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$28.40	14
33339-TRK-PEM	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Pembroke	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Pembroke, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$27.20	14
33339-PM-PAL-PEM	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,Pembroke	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Pembroke, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$22.80	14

33339-PM-TRK-PEM	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,Pembroke	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Pembroke, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$21.90	14
33339-PAL-HOUL	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Houlton	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Houlton, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$28.60	14
33339-TRK-HOUL	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Houlton	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Houlton, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$27.40	14
33339-PM-PAL-HOUL	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,Houlton	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Houlton, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$22.95	14
33339-PM-TRK-HOUL	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,Houlton	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Houlton, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$22.05	14
33339-PAL-PI	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Presque Isle	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Presque Isle, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$28.60	14
33339-TRK-PI	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Presque Isle	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Presque Isle, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$27.40	14
33339-PM-PAL-PI	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,PI	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Presque Isle, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$22.95	14
33339-PM-TRK-PI	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,PI	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Presque Isle, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$22.05	14
33339-PAL-OTHER	Asphalt Pavement Repair Mastic,Hot,Pallet,Box,Other	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Non-Listed State Facility, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet	BOX	\$28.60	14
33339-TRK-OTHER	Asphalt Pavement Repair Mastic,Hot,Truck,Box,Other	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Non-Listed State Facility, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet, 20 Pallets Per Truckload	BOX	\$27.40	14
33339-PM-PAL-OTHER	Asphalt Pavement Repair Mastic,Hot,Pallet,Plexi-Melt,Other	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Non-Listed State Facility, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet	PKG	\$22.95	14
33339-PM-TRK-OTHER	Asphalt Pavement Repair Mastic,Hot,Truck,Plexi-Melt,Other	Hot Applied Asphalt Pavement Repair Mastic, Delivered to Non-Listed State Facility, FOB Destination Pricing, 30lbs Per Plexi-Melt (Boxless Configuration) Pkg, 70 Pkgs Per Pallet, 20 Pallets Per truckload	PKG	\$22.05	14

# STATE OF MAINE

## GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
2. **WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest



transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

**Appendix D**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 17A 190506-331**

**Hot Applied Asphalt Pavement Repair Mastic**

**Revised Product Description May 13.2019**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

**Name of Company:**

Crafco, Inc.

**Address:**

6165 West Detroit Street, Chandler, AZ 85226

**Signature:**

N. Thomas Kelly, Vice President/National Sales Manager

**Date:**

5/22/2019

Delivering Confidence Through Innovation, Quality and Value Since 1976

6165 W. Detroit St. • Chandler, AZ 85226  
 1-800-528-8242 • 1-602-276-0406 • FAX 1-480-961-0513  
[www.crafco.com](http://www.crafco.com)

**READ BEFORE USING THIS PRODUCT**

**GENERAL** Mastic One is a hot applied, pourable, aggregate filled, black color, polymer modified asphalt pavement repair mastic. Mastic One is used for sealing, filling and repairing many distresses in both asphalt concrete and portland cement concrete pavements and bridge deck surfaces that are larger than those typically repaired by crack or joint sealing, but smaller than repairs requiring remove and replace patching procedures. Typical uses include sealing, filling and leveling of wide transverse or longitudinal cracks and joints, filling potholes and utility cuts, localized skin patch repairs, repairs prior to surface treatments, and leveling bridge approaches or faulted areas. When properly applied, Mastic One forms a well bonded, flexible, durable, traffic resistant repair. To use, Mastic One is placed into an appropriate melter (Crafco Patcher I or II), mixed and heated until application temperature is reached, poured into the prepared repair area and then leveled. Mastic One is formulated to provide neat feathered edge installation. Mastic One is then ready for traffic when it has cooled and solidified. VOC = 0 g/l.

**PROPERTIES** Properties of the binder, aggregate and appropriately blended and heated Mastic One are as follows:

<u>Property</u>	<u>Requirement</u>
<b>POLYMER MODIFIED BINDER</b>	
Cone Penetration, 77°F (25°C) (ASTM D5329)	60 max
Cone Penetration, 122°F (50°C) (ASTM D5329)	120 max
Softening Point (ASTM D36)	200°F (93°C) min
Flexibility (1"[25.4 mm], 180°, 10 sec) (ASTMD3111 modified)	Pass at 32°F (0°C)
<b>AGGREGATE</b>	
Abrasion Resistance (ASTM C131)	35% max
<b>BLENDED PRODUCT</b>	
Flexibility, 32°F (0°C) (PTM 3)	Pass
Adhesion, 77°F (25°C) (PTM 4)	25 PSI (172 KPA) min
Specific Gravity	1.7 – 2.0
Minimum Application Temperature	375°F (190°C)
Maximum Application Temperature	400°F (204°C)

**Note:** Due to unique properties of Mastic One, modified test procedures are required. Test methods PTM 3, 4 are available from Crafco.

**INSTALLATION** The density of Mastic One is 116 pcf ( +/- 3%) and the weight per gallon is 15.5 lbs/gal (1.86 kg/l) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Mastic One to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are available at [www.crafco.com](http://www.crafco.com) and provided with each pallet of Mastic One.

**PACKAGING** Mastic One can be supplied in either standard cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Each package contains premeasured poly- mer modified binder and aggregate. Both packaging types are labeled in accordance with OSHA and GHS requirements; include Installation Instructions; are sold by net weight; are supplied interlock stacked on 48 by 40 inch 4 -way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

**Box** packaging consists of cardboard boxes containing 40 lb of product with 60 boxes per pallet. Boxes contain a quick melting release film enabling easy removal of product from the box. Boxes are tape closed, without any staples.

**PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**

## 1. Identification

<b>Product identifier</b>	<b>Crafco Mastic, Polypatch and Matrix Products</b>
<b>Other means of identification</b>	Not available.
<b>Recommended use</b>	Pavement Patching and Repair
<b>Recommended restrictions</b>	None known.
<b>Manufacturer/Importer/Supplier/Distributor information</b>	
<b>Manufacturer</b>	
<b>Manufacturer:</b>	Crafco, Inc.
<b>Address:</b>	6165 West Detroit St. Chandler, AZ 85226 USA
<b>Contact Name:</b>	Jim Chehovits
<b>Telephone:</b>	602-276-0406
<b>E-mail:</b>	jim.chehovits@crafco.com
<b>CHEMTREC:</b>	800-424-9300 (North America) + 1-703-527-3887 (International)

## 2. Hazard(s) identification

<b>Physical hazards</b>	Not classified.
<b>Health hazards</b>	Not classified.
<b>Environmental hazards</b>	Not classified.
<b>OSHA defined hazards</b>	Not classified.

\*Hazards not stated here are "Not classified", "Not applicable" or "Classification not possible".

### Label elements

<b>Hazard symbol</b>	None.
<b>Signal word</b>	Not applicable.
<b>Hazard statement</b>	Not applicable.
<b>Prevention</b>	Not applicable.
<b>Response</b>	Not applicable.
<b>Storage</b>	Not applicable.
<b>Disposal</b>	Not applicable.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.
<b>Supplemental information</b>	None.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	Common name and synonyms	CAS number	%
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC		64742-52-5	0 - 10
QUARTZ		14808-60-7	0 - 75
ASPHALT		8052-42-4	10 - 40
CALCIUM CARBONATE		471-34-1	0 - 10
Other components below reportable levels			0 - 75

## 4. First-aid measures

<b>Inhalation</b>	If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Get medical attention, if needed. Call a physician if symptoms develop or persist.
<b>Skin contact</b>	In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Thoroughly wash (or discard) clothing and shoes before reuse.

<b>Eye contact</b>	Immediately flush eyes with plenty of water for at least 15 minutes. If a contact lens is present, DO NOT delay irrigation or attempt to remove the lens. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Rinse mouth. Do not induce vomiting. Do not use mouth-to-mouth method if victim ingested the substance. Call a POISON CENTER or doctor/physician if you feel unwell.
<b>Most important symptoms/effects, acute and delayed</b>	Not available.
<b>Indication of immediate medical attention and special treatment needed</b>	In case of ingestion, the decision of whether or not to induce vomiting should be made by the attending physician. Certain pre-existing conditions may make workers particularly susceptible to the effects of this chemical: asthma, allergies, impaired pulmonary function.
<b>General information</b>	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Discard any shoes or clothing items that cannot be decontaminated.

## 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Addition of water or foam to the fire may cause frothing.
<b>Unsuitable extinguishing media</b>	Do not use a solid water stream as it may scatter and spread fire.
<b>Specific hazards arising from the chemical</b>	Fire may produce irritating, corrosive and/or toxic gases. Development of hazardous combustion gases or vapours possible in the event of a fire. The following may develop: Acrolein.
<b>Special protective equipment and precautions for firefighters</b>	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Firefighters should wear full protective clothing including self contained breathing apparatus. Structural firefighters protective clothing will only provide limited protection.
<b>Fire-fighting equipment/instructions</b>	In case of fire and/or explosion do not breathe fumes. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. In the event of fire, cool tanks with water spray. By fire, toxic gases may be formed (COx, NOx). Keep run-off water out of sewers and water sources. Dike for water control.
<b>Specific methods</b>	In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray. Use water spray to cool unopened containers.

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Ventilate closed spaces before entering them. Do not touch or walk through spilled material.
<b>Methods and materials for containment and cleaning up</b>	ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Dike far ahead of spill for later disposal. Following product recovery, flush area with water.  Never return spills in original containers for re-use.
<b>Environmental precautions</b>	Prevent further leakage or spillage if safe to do so. Runoff or release to sewer, waterway or ground is forbidden.

## 7. Handling and storage

<b>Precautions for safe handling</b>	The product is non-combustible. If heated, irritating vapors may be formed. Do not use in areas without adequate ventilation. Wash hands thoroughly after handling. Wash hands after handling. Observe good industrial hygiene practices.
<b>Conditions for safe storage, including any incompatibilities</b>	Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in a well-ventilated place. Keep the container tightly closed and dry. Store in a closed container away from incompatible materials. Keep out of the reach of children.

## 8. Exposure controls/personal protection

### Occupational exposure limits

#### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
CALCIUM CARBONATE (CAS 471-34-1)	PEL	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.



**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value	Form
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	PEL	5 mg/m <sup>3</sup>	Mist.

**US. OSHA Table Z-3 (29 CFR 1910.1000)**

Components	Type	Value	Form
QUARTZ (CAS 14808-60-7)	TWA	0.3 mg/m <sup>3</sup> 0.1 mg/m <sup>3</sup> 2.4 mppcf	Total dust. Respirable. Respirable.

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	TWA	0.5 mg/m <sup>3</sup>	Inhalable fraction.
QUARTZ (CAS 14808-60-7)	TWA	0.025 mg/m <sup>3</sup>	Respirable fraction.

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	Ceiling	5 mg/m <sup>3</sup>	Fume.
CALCIUM CARBONATE (CAS 471-34-1)	TWA	5 mg/m <sup>3</sup>	Respirable.
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	STEL	10 mg/m <sup>3</sup> 10 mg/m <sup>3</sup>	Total Mist.
QUARTZ (CAS 14808-60-7)	TWA	5 mg/m <sup>3</sup>	Mist.
	TWA	0.05 mg/m <sup>3</sup>	Respirable dust.

**Biological limit values**

No biological exposure limits noted for the ingredient(s).

**Appropriate engineering controls**

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Ensure adequate ventilation, especially in confined areas.

**Individual protection measures, such as personal protective equipment****Eye/face protection**

Wear safety glasses; chemical goggles (if splashing is possible). Wear chemical goggles; face shield (if handling molten material).

**Hand protection**

Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

**Other**

Wear suitable protective clothing and eye/face protection. Use of an impervious apron is recommended.

**Skin protection****Respiratory protection**

When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.

**Thermal hazards**

During product use, there is a risk of thermal burns.

**General hygiene considerations**

When using do not smoke. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Handle in accordance with good industrial hygiene and safety practice.

**9. Physical and chemical properties****Appearance**

Solid.

**Physical state**

Solid.

**Form**

Solid.

**Color**

Black. Dark brown

**Odor**

Product is a black, semi-solid with a burnt tar odor.

**Odor threshold**

Not available.

**pH**

Not available.

<b>Melting point/freezing point</b>	150 - 250 °F (65.56 - 121.11 °C) ASTM D36 Softening Point
<b>Initial boiling point and boiling range</b>	> 800 °F (> 426.67 °C)
<b>Flash point</b>	> 400.0 °F (> 204.4 °C)
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not available.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available.
<b>Flammability limit - upper (%)</b>	Not available.
<b>Explosive limit - lower (%)</b>	Not available.
<b>Explosive limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	2.04 hPa estimated
<b>Vapor density</b>	Not available.
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	Not available.
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	> 700 °F (> 371.11 °C)
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Density</b>	Not Available
<b>Percent volatile</b>	0 %
<b>Specific gravity</b>	1 - 2.2

## 10. Stability and reactivity

<b>Reactivity</b>	Not available.
<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Possibility of hazardous reactions</b>	Hazardous polymerization does not occur.
<b>Conditions to avoid</b>	Strong oxidizing agents.
<b>Incompatible materials</b>	Incompatible with oxidizing agents.
<b>Hazardous decomposition products</b>	Upon decomposition, product emits acrid dense smoke with carbon dioxide, carbon monoxide, trace oxides of nitrogen and sulfur, and water.

## 11. Toxicological information

### Information on likely routes of exposure

<b>Ingestion</b>	May cause discomfort if swallowed. However, ingestion is not likely to be a primary route of occupational exposure.
<b>Inhalation</b>	May cause irritation to the respiratory system.
<b>Skin contact</b>	Irritating to skin.
<b>Eye contact</b>	Causes eye irritation. Molten material will produce thermal burns.

**Symptoms related to the physical, chemical and toxicological characteristics** Not available.

### Information on toxicological effects

#### Acute toxicity

Product	Species	Test Results
Crafco Mastic, Polypatch and Matrix Products (CAS Mixture)		
<b>Acute</b>		
<i>Oral</i>		
LD50	Mouse	17340.7969 mg/kg estimated

Product	Species	Test Results
	Rat	18934.6973 mg/kg estimated
Components	Species	Test Results
CALCIUM CARBONATE (CAS 471-34-1)		
<b>Acute</b>		
<i>Oral</i>		
LD50	Mouse	6450 mg/kg
	Rat	6450 mg/kg

\* Estimates for product may be based on additional component data not shown.

<b>Skin corrosion/irritation</b>	Defats the skin. Causes irritation.
<b>Serious eye damage/eye irritation</b>	Irritating to eyes.
<b>Respiratory or skin sensitization</b>	
<b>Respiratory sensitization</b>	Not available.
<b>Skin sensitization</b>	Irritating to skin.
<b>Germ cell mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
<b>Carcinogenicity</b>	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
<b>US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)</b>	
Not listed.	
<b>Reproductive toxicity</b>	Contains no ingredient listed as toxic to reproduction
<b>Specific target organ toxicity - single exposure</b>	Not available.
<b>Specific target organ toxicity - repeated exposure</b>	Not available.
<b>Aspiration hazard</b>	Not available.
<b>Chronic effects</b>	Prolonged inhalation may be harmful. May cause eczema-like skin disorders (dermatitis).

## 12. Ecological information

**Ecotoxicity** This product has no known eco-toxicological effects. Not expected to be harmful to aquatic organisms.

Components	Species	Test Results
CALCIUM CARBONATE (CAS 471-34-1)		
<b>Aquatic</b>		
Fish	LC50	Western mosquitofish ( <i>Gambusia affinis</i> ) > 56000 mg/l, 96 hours

\* Estimates for product may be based on additional component data not shown.

<b>Persistence and degradability</b>	Not available.
<b>Bioaccumulative potential</b>	Not available.
<b>Mobility in soil</b>	Not available.
<b>Other adverse effects</b>	Not available.

## 13. Disposal considerations

<b>Disposal instructions</b>	Dispose of contents/container in accordance with local/regional/national/international regulations. When this product as supplied is to be discarded as waste, it does not meet the definition of a RCRA waste under 40 CFR 261.
<b>Hazardous waste code</b>	Not applicable.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations.
<b>Contaminated packaging</b>	Offer rinsed packaging material to local recycling facilities.

## 14. Transport information

<b>DOT</b>	Not regulated as dangerous goods.
<b>IATA</b>	Not regulated as dangerous goods.

**IMDG**

Not regulated as dangerous goods.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not available.

**Further information** If the product is shipped at temperatures below 212°F (100°C), it is not regulated for transport by ground, air or vessel. If shipped above 212 deg F: "UN3257, Elevated Temperature Liquid, n.o.s. (Asphalt mixture), 9, PG III"

**15. Regulatory information**

**US federal regulations** All components are on the U.S. EPA TSCA Inventory List.

**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Not listed.

**US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Not listed.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**Hazard categories**  
 Immediate Hazard - No  
 Delayed Hazard - No  
 Fire Hazard - No  
 Pressure Hazard - No  
 Reactivity Hazard - No

**SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** No

**SARA 313 (TRI reporting)**  
 Not regulated.

**Other federal regulations****Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

**US state regulations** WARNING: This product contains a chemical known to the State of California to cause cancer.

**US. Massachusetts RTK - Substance List**

ASPHALT (CAS 8052-42-4)  
 CALCIUM CARBONATE (CAS 471-34-1)  
 QUARTZ (CAS 14808-60-7)

**US. New Jersey Worker and Community Right-to-Know Act**

Not regulated.

**US. Pennsylvania RTK - Hazardous Substances**

ASPHALT (CAS 8052-42-4)  
 CALCIUM CARBONATE (CAS 471-34-1)  
 QUARTZ (CAS 14808-60-7)

**US. Rhode Island RTK**

Not regulated.

**US. California Proposition 65****US - California Proposition 65 - CRT: Listed date/Carcinogenic substance**

ASPHALT (CAS 8052-42-4) Listed: January 1, 1990  
 QUARTZ (CAS 14808-60-7) Listed: October 1, 1988

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes

<b>Country(s) or region</b>	<b>Inventory name</b>	<b>On inventory (yes/no)*</b>
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)  
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

## 16. Other information, including date of preparation or last revision

**Issue date** 02-27-2015

**Version #** 01

**Further information** HMIS® is a registered trade and service mark of the NPCA.

**References**  
ACGIH  
EPA: AQUIRE database  
US. IARC Monographs on Occupational Exposures to Chemical Agents  
HSDB® - Hazardous Substances Data Bank  
IARC Monographs. Overall Evaluation of Carcinogenicity  
National Toxicology Program (NTP) Report on Carcinogens  
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

**Disclaimer**  
The information in the sheet was written based on the best knowledge and experience currently available. The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**Revision Information**  
Product and Company Identification: Product and Company Identification  
Composition / Information on Ingredients: Ingredients  
Physical & Chemical Properties: Multiple Properties  
Transport Information: Material Transportation Information  
Transport information: Further information  
Regulatory Information: Risk Phrases - Class.