Master Agreement

Effective Date: 06/11/19
Expiration Date: 06/30/21

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

Agreement Reporting Categories

Reason For Modification: Extend for one year at current pricing.

Authorized Departments
17A TRANSPORTATION

Vendor Information

Vendor Line #: 1
Vendor ID VC1000018529
Vendor Name CRAFCO INC
Alternate/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. Crafco Local Maine Store is located at 314 Presumpscot Street, Portland, ME 04103

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<td>06/30/21</td>
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Please see authorized signatures displayed on the next page
Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

Jaime C. Schorr, Chief Procurement Officer

and

CRAFCO INC

Tom Kelly, VP/National Sales Manager
EXTENSION OF MASTER AGREEMENT CONTRACT

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

**Contractor:** Crafco Inc

**Mater Agreement Competitive Bid RFQ:** 17A 190506-331

**Contract Period Extended To:** 06/30/21

**Extended Contract Pricing:** Current pricing

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**
In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 190611*187 through June 30, 2021 with all terms, conditions remaining as shown in the original contract.

**Dollar value the vendor has recorded that State of Maine has spent on this contract from 07/01/19 to present:** $

Agreement to extend Master Agreement 18P – 19061100000000000187 authorized by:

State of Maine – Department of Administrative and Financial Services

[Signature]
Jaime C. Schorr, Chief Procurement Officer

and

Crafco Inc

[Signature]
Tom Kelly, VP/National Sales Manager
The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)

- [ ] Rider A – Scope of Work and/or Specifications
- [ ] Rider B – Terms and Conditions
- [ ] Rider C - Exceptions
- [ ] Bid Cover Page and Debarment Form – Appendix A from RFQ
- [ ] Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
- [ ] Price sheet (attach excel spreadsheet to post on website)
- [ ] Other – Safety Data Sheet
RIDER A  
Scope of Work and/or Specifications 
MA 190611-187

Commodity: Hot Applied Asphalt Pavement Repair Mastic

Master Agreement Competitive Bid RFQ: 17A 190506-331

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. **First Extension through June 30, 2021.**

Vendor Contact Person: The vendor 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 the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is: 
Name: Nick Dell’Isola 
Tel: 602-276-0406 
Email: Nick.Dell'Isola@crafco.com

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

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

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over $5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than $5000.00 can be placed using a State of Maine issued P-Card (credit card).

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.
# Specifications

Hot Applied Asphalt Pavement Repair Mastic

## Target Properties:

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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 agreement, 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 because 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 or 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 A

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

BID COVER PAGE and DEBARMMENT FORM

Bidder’s Organization Name: Crafo, Inc.
Chief Executive - Name/Title: N. Thomas Kelly, Vice President and National Sales Manager
Tel: (602) 276-0406           Fax: (480) 961-0513           E-mail: bids@crafo.com
Headquarters Street Address: 6165 West Detroit Street

Headquarters City/State/Zip: Chandler, AZ 85226

(provide information requested below if different from above)
Lead Point of Contact for Bid - Name/Title: Nick Dell’Isola, Territory Manager - ME, NH, VT
Tel: (602) 276-0406           Fax: (480) 961-0513           E-mail: Nick.Dell'Isola@crafo.com
Street Address: 6165 West Detroit Street
City/State/Zip: Chandler, AZ 85226

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: N. Thomas Kelly          Title: Vice President/National Sales Manager

To have your bid accepted, this Appendix MUST have an actual signature or utilize Docu Sign, Adobe Sign or equivalent documented form of electronic signature.

Authorized Signature:           Date: 5/22/2019
Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
   i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
   ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
   iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: N. Thomas Kelly
Title: Vice President/National Sales Manager

To have your bid accepted, this Appendix MUST have an actual signature or utilize DocuSign, Adobe Sign or equivalent documented form of electronic signature

Authorized Signature:

Date: 5/22/2019

State of Maine RFQ # 17A 190506-331
Rev. 2/6/2019
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?

_ X _ 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_
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<td>33339-PAL-DIX</td>
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<tr>
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<td>Asphalt Pavement Repair Mastic, Hot, Pallet, Box, Carmel</td>
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<tr>
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<td>PKG $21.60</td>
<td>14</td>
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<tr>
<td>33339-PAL-HAN</td>
<td>Asphalt Pavement Repair Mastic, Hot, Pallet, Box, Hancock</td>
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<tr>
<td>33339-PAL-PI</td>
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<tr>
<td>33339-PAL-OTHER</td>
<td>Asphalt Pavement Repair Mastic, Hot, Pallet, Box, Other</td>
<td>Hot Applied Asphalt Pavement Repair Mastic, Delivered to Non-Listed State Facility, FOB Destination Pricing, Material in 40lb Box Configuration, 60 Boxes Per Pallet</td>
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<tr>
<td>33339-PM-PAL-OTHER</td>
<td>Asphalt Pavement Repair Mastic, Hot, Pallet, Plexi-Melt, Other</td>
<td>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</td>
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<tr>
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<td>Asphalt Pavement Repair Mastic, Hot, Truck, Plexi-Melt, Other</td>
<td>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</td>
<td></td>
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</tr>
</tbody>
</table>
1. Identification

Product identifier: Crafco Mastic, Polypatch and Matrix Products

Other means of identification: Not available.

Recommended use: Pavement Patching and Repair

Recommended restrictions: None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer:

Contact Name: Jim Chehovits

Telephone: 602-276-0406

E-mail: jim.chehovits@crafco.com

CHEMTREC: 800-424-9300 (North America) + 1-703-527-3887 (International)

2. Hazard(s) identification

Physical hazards: Not classified.

Health hazards: Not classified.

Environmental hazards: Not classified.

OSHA defined hazards: Not classified.

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

Label elements

Hazard symbol: None.

Signal word: Not applicable.

Hazard statement:

Prevention: Not applicable.

Response: Not applicable.

Storage: Not applicable.

Disposal: Not applicable.

Hazard(s) not otherwise classified (HNOC): None known.

Supplemental information: None.

3. Composition/information on ingredients

Mixtures

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

4. First-aid measures

Inhalation: 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.

Skin contact: 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.
Eye contact
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.

Ingestion
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.

Most important symptoms/effects, acute and delayed
Not available.

Indication of immediate medical attention and special treatment needed
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.

General information
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

Suitable extinguishing media
Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Addition of water or foam to the fire may cause frothing.

Unsuitable extinguishing media
Do not use a solid water stream as it may scatter and spread fire.

Specific hazards arising from the chemical
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.

Special protective equipment and precautions for firefighters
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.

Fire-fighting equipment/instructions
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.

Specific methods
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

Personal precautions, protective equipment and emergency procedures
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.

Methods and materials for containment and cleaning up
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.

Environmental precautions
Never return spills in original containers for re-use.

7. Handling and storage

Precautions for safe handling
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.

Conditions for safe storage, including any incompatibilities
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

<table>
<thead>
<tr>
<th>US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) Components</th>
<th>Value</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>CALCIUM CARBONATE (CAS 471-34-1)</td>
<td>5 mg/m³</td>
<td>Respirable fraction.</td>
</tr>
<tr>
<td></td>
<td>15 mg/m³</td>
<td>Total dust.</td>
</tr>
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</table>
### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

<table>
<thead>
<tr>
<th>Components</th>
<th>Type</th>
<th>Value</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)</td>
<td>PEL</td>
<td>5 mg/m³</td>
<td>Mist.</td>
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</table>

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

<table>
<thead>
<tr>
<th>Components</th>
<th>Type</th>
<th>Value</th>
<th>Form</th>
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</thead>
<tbody>
<tr>
<td>QUARTZ (CAS 14808-60-7)</td>
<td>TWA</td>
<td>0.3 mg/m³</td>
<td>Total dust.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.1 mg/m³</td>
<td>Respirable.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.4 mppcf</td>
<td>Respirable.</td>
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</tbody>
</table>

### US. ACGIH Threshold Limit Values

<table>
<thead>
<tr>
<th>Components</th>
<th>Type</th>
<th>Value</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASPHALT (CAS 8052-42-4)</td>
<td>TWA</td>
<td>0.5 mg/m³</td>
<td>Inhalable fraction.</td>
</tr>
<tr>
<td>QUARTZ (CAS 14808-60-7)</td>
<td>TWA</td>
<td>0.025 mg/m³</td>
<td>Respirable fraction.</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Components</th>
<th>Type</th>
<th>Value</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASPHALT (CAS 8052-42-4)</td>
<td>Ceiling</td>
<td>5 mg/m³</td>
<td>Fume.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Floor</td>
<td>5 mg/m³</td>
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<tr>
<td>CALCIUM CARBONATE (CAS 471-34-1)</td>
<td>TWA</td>
<td>10 mg/m³</td>
<td>Total</td>
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<tr>
<td></td>
<td></td>
<td>STEL</td>
<td>10 mg/m³</td>
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<tr>
<td>DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)</td>
<td>TWA</td>
<td>5 mg/m³</td>
<td>Mist.</td>
</tr>
<tr>
<td>QUARTZ (CAS 14808-60-7)</td>
<td>TWA</td>
<td>0.05 mg/m³</td>
<td>Respirable dust.</td>
</tr>
</tbody>
</table>

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

10. Stability and reactivity
Reactivity  Not available.
Chemical stability  Material is stable under normal conditions.
Possibility of hazardous reactions  Hazardous polymerization does not occur.
Conditions to avoid  Strong oxidizing agents.
Incompatible materials  Incompatible with oxidizing agents.
Hazardous decomposition products  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
  Ingestion  May cause discomfort if swallowed. However, ingestion is not likely to be a primary route of occupational exposure.
  Inhalation  May cause irritation to the respiratory system.
  Skin contact  Irritating to skin.
  Eye contact  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

<table>
<thead>
<tr>
<th>Product</th>
<th>Species</th>
<th>Test Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crafco Mastic, Polypatch and Matrix Products (CAS Mixture)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acute</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oral</td>
<td>Mouse</td>
<td>17340.7969 mg/kg estimated</td>
</tr>
<tr>
<td>LD50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Material name: Crafco Mastic, Polypatch and Matrix Products  SDS US 5013 Version #: 01 Issue date: 02-27-2015
<table>
<thead>
<tr>
<th>Product</th>
<th>Species</th>
<th>Test Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Components</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALCIUM CARBONATE (CAS 471-34-1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acute</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oral</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LD50</td>
<td>Rat</td>
<td>18934.6973 mg/kg estimated</td>
</tr>
<tr>
<td></td>
<td>Mouse</td>
<td>6450 mg/kg</td>
</tr>
</tbody>
</table>

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

**Skin corrosion/irritation**
Defats the skin. Causes irritation.

**Serious eye damage/eye irritation**
Irritating to eyes.

**Respiratory or skin sensitization**
- **Respiratory sensitization**
Not available.
- **Skin sensitization**
Irritating to skin.

**Germ cell mutagenicity**
No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

**Carcinogenicity**
This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Not listed.

**Reproductive toxicity**
Contains no ingredient listed as toxic to reproduction

**Specific target organ toxicity**
- **- single exposure**
Not available.
- **- repeated exposure**
Not available.

**Aspiration hazard**
Not available.

**Chronic effects**
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.

<table>
<thead>
<tr>
<th>Components</th>
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<th>Test Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>CALCIUM CARBONATE (CAS 471-34-1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aquatic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fish</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LC50</td>
<td>Western mosquitofish (Gambusia affinis)</td>
<td>&gt; 56000 mg/l, 96 hours</td>
</tr>
</tbody>
</table>

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

**Persistence and degradability**
Not available.

**Bioaccumulative potential**
Not available.

**Mobility in soil**
Not available.

**Other adverse effects**
Not available.

### 13. Disposal considerations

**Disposal instructions**
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.

**Hazardous waste code**
Not applicable.

**Waste from residues / unused products**
Dispose of in accordance with local regulations.

**Contaminated packaging**
Offer rinsed packaging material to local recycling facilities.

### 14. Transport information

**DOT**
Not regulated as dangerous goods.

**IATA**
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.


Supersfund 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 No
Hazardous chemical
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

<table>
<thead>
<tr>
<th>Country(s) or region</th>
<th>Inventory name</th>
<th>On inventory (yes/no)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Australia</td>
<td>Australian Inventory of Chemical Substances (AICS)</td>
<td>Yes</td>
</tr>
<tr>
<td>Canada</td>
<td>Domestic Substances List (DSL)</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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<tr>
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<th>Inventory name</th>
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<tbody>
<tr>
<td>Canada</td>
<td>Non-Domestic Substances List (NDSL)</td>
<td>No</td>
</tr>
<tr>
<td>China</td>
<td>Inventory of Existing Chemical Substances in China (IECSC)</td>
<td>Yes</td>
</tr>
<tr>
<td>Europe</td>
<td>European Inventory of Existing Commercial Chemical Substances (EINECS)</td>
<td>Yes</td>
</tr>
<tr>
<td>Europe</td>
<td>European List of Notified Chemical Substances (ELINCS)</td>
<td>No</td>
</tr>
<tr>
<td>Japan</td>
<td>Inventory of Existing and New Chemical Substances (ENCS)</td>
<td>Yes</td>
</tr>
<tr>
<td>Korea</td>
<td>Existing Chemicals List (ECL)</td>
<td>Yes</td>
</tr>
<tr>
<td>New Zealand</td>
<td>New Zealand Inventory</td>
<td>Yes</td>
</tr>
<tr>
<td>Philippines</td>
<td>Philippine Inventory of Chemicals and Chemical Substances (PICCS)</td>
<td>Yes</td>
</tr>
<tr>
<td>United States &amp; Puerto Rico</td>
<td>Toxic Substances Control Act (TSCA) Inventory</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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