

MA 18P 2110250000000000027
MODIFICATION

State of Maine



Master Agreement

Effective Date: 10/27/21

Expiration Date: 10/31/25

Master Agreement Description: Silane Concrete Sealant

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: Utilize first avilable optional extension.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000230215

Vendor Name

HD SUPPLY CONSTRUCTION SUPPLY LTD

Alias/DBA

WHITE CAP

Vendor Address Information

501 CHURCH ST

ORLANDO, FL 32802

US

Vendor Contact Information

Ian Wilson

207-622-0821 ext.

Ian.Wilson@whitecap.com

Commodity Information**Vendor Line #:** 1**Vendor Name:** HD SUPPLY CONSTRUCTION SUPPLY LTD**Commodity Line #:** 1**Commodity Code:** 96712**Commodity Description:** Silane, Emseal And Silcoflex**Commodity Specifications:****Commodity Extended Description:** Silane Concrete Sealant. SIKA Guard 705L and CERT-VEX Penseal 244 100%

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
2		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Silane	0.0000 %	
	Discount Start Date	Discount End Date
	10/27/21	10/31/25

Please see authorized signatures displayed on the next page

21102500000000000027

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

DocuSigned by:
David Morris 10/18/2023
2A644AE5681E482

 Signature Date

David Morris, Acting Chief Procurement Officer

HD SUPPLY CONSTRUCTION SUPPLY LTD dba WHITE CAP

DocuSigned by:
Nick Shorey 10/18/2023
8B8DFE3C6F04473

 Signature Date

Nick Shorey, Branch Manager

State of Maine – Department of Administrative and Financial Services
Division of Procurement Services
111 Sewall Street, 9 State House Station
Augusta, Maine 04333-0009
Tel. (207) 624-7340

Contract Number
MA 211025*027

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Silane Concrete Sealant

Contractor: HD Supply Construction Supply LD dba White Cap

Mater Agreement Competitive Bid RFQ: 17A 210922-062

Contract Period Extended Through: October 31, 2025

Extended Contract Pricing: Extended with current prices to be held minimally for one year.

Dollar value the vendor has recorded that State of Maine has spent on commodities and/or services covered by this contract over the last twelve months: \$ 49871.40

Agreement to extend Master Agreement 18P – 21102500000000000027 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:
David Morris
2A644AF5681F482...

David Morris, Acting Chief Procurement Officer

Date 10/18/2023

and

HD Supply Construction Supply LD dba White Cap

DocuSigned by:
Nick Shorey
8B6DEE3C6F01472...

Nick Shorey, Branch Manager

Date 10/18/2023

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – MA User Information and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Safety Data Sheets
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Master Agreement User Information and/or Specifications
MA 211025-027

Commodity: Silane Concrete Sealant

Master Agreement Competitive Bid RFQ: 17A 210922-062

Contract Period: Through October 31, 2023. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) one (1) year extensions.

First extension through October 31, 2025

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 Shorey **Tel:** 207-622-0821 **Email:** Nick.Shorey@whitecap.com

Prices: Bid Price must be with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced in the bid response 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.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the selected vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

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.

Using Departments: The primary using department will be the MaineDOT, all State of Maine departments and agencies to purchase these items on an as needed basis.

MaineDOT Shipping Points: The State of Maine expects the vendor to deliver to any state operated facility located in the State of Maine. MaineDOT will be the primary user, their primary delivery locations are:

Region 1: 570 US Route 1, Scarborough, ME 04070
 Region 2: 420 Lewiston Rd., West Gardiner, ME 04345
 Region 3: 547 Main Street, Dixfield, ME 04224
 Region 4: 991 Fuller Road, Carmel, ME 04419
 219 Hogan Road, Bangor, ME 04401
 327 Thorsen Road, Hancock, ME 04640
 58 Old County Road, Pembroke, ME 04666
 Region 5: 159 Bangor Street, Houlton, ME 04730
 33 Spruce Street, Presque Isle, ME 04769

Specifications

Container Size – Products must be bid in five (5) and fifty-five (55) gallon containers.

Estimated Usage – Total between both sizes containers - 500 gallons annually

Safety Data Sheets – Bids must include a Globally Harmonized System (GHS) Safety Data Sheet (SDS)

Product Specification - Water repellent low VOC penetrating sealer. VOC content less than 400 grams/liter. Meets or exceeds NCHRP 244 Series IV test, reducing water and salt penetration by 90% or CERT-VEX Penseal 244 100% , SIKA Guard 705L. Ten-year warranty.

<u>Property</u>	<u>Test</u>	<u>Result</u>
Active Ingredient	N/A	Alkyltrialkoxysilane
Specific Gravity	Method 24, ASTM D-5095	0.92
Density	Method 24, ASTM D-5095	7.58/lb/gal
Solids Content	Method 24, ASTM D-5095	100% active
VOC Content	Method 24, ASTM D-5095	<= 250 g/L
Appearance	N/A	Clear
Surface Appearance After Application	N/A	Unchanged
Drying Time at 70 degrees F	N/A	45 Minutes
Moisture Absorption Resistance	ASTM C-642	82%
Reduction in Absorbed Chloride	NCHRP 244 Series II NCHRP 244 Series IV – Southern Climate	84% 98%
Freze- Thaw Scaling Resistance	STM C-672	0-50 cycles



PRODUCT DATA SHEET

Sikagard®-705 L

Silane based reactive water repellent impregnation.

PRODUCT DESCRIPTION

Sikagard®-705 L is a one-component low viscosity, solvent free, reactive impregnation for concrete and cementitious substrates based on silane technology with 99% active ingredient. Sikagard®-705 L complies with the highest requirements of EN 1504-2 for hydrophobic Impregnation (penetration depth class II & resistance to freeze-thaw cycles and chloride ion penetration) and is tested in accordance with NCRHP 224 Series II & IV.

USES

Sikagard®-705 L is used as water-repellent penetrating sealer (hydrophobic treatment) for absorbent substrates such as:

- Parking decks
- Bridge decks
- Concrete highway surfaces
- Ramps and Barriers
- Cooling Towers
- Stadiums
- Natural stone substrates
- Many other traffic bearing/reinforced concrete substrates and structures

CHARACTERISTICS / ADVANTAGES

- Excellent penetration (~100% active content).
- Economical and easy to use.
- Reduces capillary water absorption, protection against driving rain and splashing on vertical areas.
- Reduction of absorption of aggressive or deleterious agents dissolved in water (i.e. de-icing salts or chloride from marine environment).
- Non vapor barrier.
- Long term efficiency, deep penetration.
- Increases the resistance of concrete to freeze and thaw cycles and de-icing salts.
- Low VOC content.
- Resistant to sea water.
- Ready and easy to use

PRODUCT INFORMATION

Chemical Base	Alkoxy silanes (~100 % active ingredient)
Packaging	5 gal. (19 kg) pail, 55 gal. (180 kg) drum
Appearance / Color	Water like liquid, colorless.
Shelf Life	2 years from date of production if stored in unopened, undamaged and original sealed packaging
Storage Conditions	Store in dry and cool conditions. Protect from moisture.

Flash Point	104 °F (40 °C)	
Active Content	~100 %	
Viscosity	~9 mm ² /s (at 25 °C)	
Product Declaration	Alberta DOT Type 1c	
	Water Repellence	85.3%
	Alkali Resistance	84.8%
	Vapor Transmission	106.9%
	NCHRP 224 Absorbed Chloride	125 ft²/gal.
	Series II	88%
	Series IV	98%
Water Absorption	.06 % (24 h)/.1 % (48 h)	ASTM C-642

TECHNICAL INFORMATION

Freeze Thaw De-icing Salt Resistance	Scaling Resistance	None	ASTM C672
	90 Day Salt Ponding	82.6% (0.5-1")	AASHTO T259
Penetration Depth	> 0.4 in. (10 mm)	Class II	OHD L-34

SYSTEM INFORMATION

System Structure	2–3 coats either as stand-alone or combined with surface applied corrosion inhibitor and/or protective coating.
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APPLICATION INFORMATION

Coverage	Dependent on absorbency of the substrate as well as the required penetration depth: 240–360 sq.ft./gal per coat
Substrate Moisture Content	< 5–6 % when measured with Tramex
Waiting / Recoat Times	Can be overcoated with water and solvent based polymer paint - contact the proposed paint manufacturer for recommendations. Sikagard®-705 L can be used as a water repellent primer under many Sikagard® protective coatings inclusive of water based dispersion. Penetration of water is thus prevented at possible weak spots or in the event of damage to the top coat and the risk of consequential damages such as paint flaking can be reduced. Waiting time: Minimum 5 hours, maximum 1 week.
Curing Treatment	Sikagard®-705 L does not require any special curing but must be protected from rain for at least 4 hours at 68 °F (20 °C).

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

Free of dust, dirt, oil, efflorescence and existing paint coatings, salt deposits or any contaminants that may affect the penetration of the chemical. Remove all grease, curing compounds, surface treatments, coatings, oils, etc.

Best results are achieved when Sikagard® 705 L is

applied on 28 days old concrete – however, due to its high alkali resistance, it is still possible to apply as early as 3 days. Testing should always be done to ensure proper penetration depth. Best results are achieved on a dry, very absorbent substrate. All surfaces to be sealed must be dry, clean, sound before application.
Preparation Work: Concrete, masonry and natural stone surfaces must be prepared using mechanical means (sandblast, shot blast, pressure wash, etc.). Cracks in concrete more than 12 mils must be repaired prior to

application of the hydrophobic treatment. If using water to clean, substrate should be visibly dry (i.e. no damp/dark patches) before coating.

MIXING

Sikagard®-705 L is supplied ready for use and must not be diluted.

APPLICATION

Sikagard®-705 L is applied using a low-pressure spray, brush or roller, in a single pass from bottom up taking care not to let the product run. Apply subsequent coats “wet on wet”. On horizontal application, avoid ponding on the surface.

LIMITATIONS

- Best results are achieved when Sikagard® 705 L is applied on 28 days old concrete – however, due to its high alkali resistance, it is still possible to apply it at a very early age as 3 days. Testing should always be done prior to application on early age concrete to ensure sufficient penetration depth.
- Areas such as window frames which still need to be painted must be securely covered to avoid contact with Sikagard® 705 L.
- Areas not to be impregnated such as window panes need to be protected from being accidentally contaminated with Sikagard® 705 L.
- Sikagard® 705 L can damage some coatings and bituminous products.
- Sikagard® 705 L can lead to darkening of concrete, apply sample areas first.
- Cannot be over-coated with limewash or cement paint.
- For use in the South Coast Air Quality Management District (SCAQMD): This product shall be used only for reinforced concrete bridge structures for transportation projects within 5 miles of the coast or above 4,000 feet elevation or for restoration and/or preservation projects on registered historical buildings that are under the purview of a restoration architect.
- Penetrates into concrete and masonry substrates and chemically react to form covalent bonds with naturally occurring minerals in the substrate.
- Lines the pores of concrete and masonry substrates with a hydrophobic coating, but does not form a surface film.
- Improves water repellency at least 80 percent after application on a concrete or masonry substrate. This performance has been verified on standardized test specimens, in accordance with one or more of the following standards: NCHRP 244 Series II & IV.
- Provides a breathable waterproof barrier for concrete or masonry surfaces that does not prevent or substantially retard water vapor transmission. This performance has been verified on standardized test specimens in accordance with ASTM E96/E96M.
- Meets the performance criteria listed in the National Cooperative Highway Research Report 244 (1981), surface chloride screening applications, for products

labeled and formulated for vehicular traffic.

SCAQMD Rule 1113

(A) Used only for reinforced concrete bridge structures for transportation projects within 5 miles of the coast or above 4,000 feet elevation; or for restoration and/or preservation projects on registered historical buildings that are under the purview of a restoration architect.

(B) Penetrates into concrete and masonry substrates and chemically react to form covalent bonds with naturally occurring minerals in the substrate.

(C) Lines the pores of concrete and masonry substrates with a hydrophobic coating, but do not form a surface film.

(D) Improves water repellency at least 80 percent after application on a concrete or masonry substrate. This performance must be verified on standardized test specimens, in accordance with one or more of the following standards: ASTM C67, or ASTM C97/97M, or ASTM C140.

(E) Provides a breathable waterproof barrier for concrete or masonry surfaces that does not prevent or substantially retard water vapor transmission. This performance must be verified on standardized test specimens, in accordance with ASTM E96/E96M or ASTM D6490.

(F) Meets the performance criteria listed in the National Cooperative Highway Research Report 244 (1981), surface chloride screening applications, for products labeled and formulated for vehicular traffic.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Product Data Sheet

Sikagard®-705 L

March 2020, Version 03.02

020303010010000004



Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

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Sika Mexicana S.A. de C.V.

Carretera Libre Celaya Km. 8.5
Fracc. Industrial Balvanera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2250537



Product Data Sheet

Sikagard®-705 L
March 2020, Version 03.02
020303010010000004

Sikagard-705L-en-US-(03-2020)-3-2.pdf





SPECIALTY CONSTRUCTION PRODUCTS

Certi-Vex® Penseal 244 100%

100% Solids, Low-VOC,
Penetrating Water Repellent Silane
Sealer for Concrete

P R O D U C T D A T A

DESCRIPTION

CERTI-VEX PENSEAL 244 100% is a high performance, 100% solids, surface applied, low-VOC, clear penetrating water repellent silane sealer for concrete. When properly applied the treatment does not produce a surface build up, darkening or other effect on the color or texture of the surface leaving a natural appearance. The material's small molecular structure allows for maximum penetration into new concrete (14 day minimum) or existing concrete surfaces.

Certi-Vex Penseal 244 100% prevents the penetration of water, salts and deicing chemicals, protecting the concrete from costly surface damage caused by freeze/thaw cycles, scaling, spalling, corrosion of structural rebar, wind driven rain, airborne contaminants and other severe weather conditions.

USES

- Horizontal or vertical, exterior cured concrete
- DOT, commercial, industrial, municipal and residential applications
- All types of concrete flatwork, parking lots and structures, driveways, plazas, patios and walkways.
- Bridge and parking decks, median barriers, ramps, pavements and marine structures
- Building facades and balconies

ADVANTAGES

- Extends the life of concrete
- Long term protection against salt corrosion, deicing chemicals, mildew, water, wind driven rain, airborne contaminants, surface spalling from freeze/thaw cycles and other extreme weather conditions
- Reduces corrosion of rebar and surface erosion in reinforced concrete
- Highly breathable
- Apply in temperatures down to 20° F (-7° C)

TECHNICAL DATA

Exceeds National VOC Emission Standards for Architectural Coatings 40 CFR Part 59 < 250 g/L and where VOC regulated levels are required.

- CSI Reference: 07 19 16

NCHRP 244 Test Data

	Control percent reduction	Certi-Vex Penseal 244 100% percent reduction
Water Absorption	0	94
Chloride Ion Content		
Series II	0	98
Series IV	0	98

Test Data

ASTM C672 Scaling Resistance @ 100 freeze/thaw cycles	0 (no scaling)
ASTM C642 Absorption	96.7% red'n 24 hrs
ASTM C457 Depth of Penetration	0.150 to 0.26 in. (substrate dependent)
AASHTO T259/260 Chloride Ion Analysis—90 day salt ponding (@250 ft ² per gallon)	1/16" to 1/2" - 0.63#/cu.yd. avg. 1/2" to 1" - 0.35#/cu.yd. avg.
ASTM D2047 Coefficient of Friction	0.84 average
Alberta Transportation Concrete Sealer	Type 1C
NY Test Method—717-01E 21 days—%MVT	93%
Drying Time	1 to 4 hrs
VOC Content	<250 g/L
Solids	~100%
Flash Point	149°F (65°C)

Packaging and Part Number

5 US gallon pail (18.9 L)	36 / pallet	FV3320.05
55 US gallon drum (208 L)	4/pallet	FV3320.55
275 US gallon tote (1,040 L)		FV3320.275



ChemMasters®

An American Owned & Operated Company

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Aug 2021

Estimating Guide

Actual rate may vary based upon substrate texture & porosity
D.O.T. requirements take precedent for D.O.T. projects

Surface	ft ² / gal (m ² /L)
Porous, Broom Finish & Concrete Pavers, Vertical Unpainted Stucco	200 to 350 (4.9 to 8.6)
Smooth/Hard Troweled	200 to 400 (4.9 to 9.8)
Bridge Decks & Ramps	125 to 250 (3.1 to 6.1)
Re-Sealing Bridge Decks & Ramps	250 to 300 (6.1 to 7.42)
CMU & Smooth Face Block	200 to 400 (4.9 to 9.8)
Vertical CIP or Precast Concrete	150 to 200 (3.7 to 4.9)

DIRECTIONS

May be applied at 14 to 28 days after concrete installation based on mix design, rate of cure and environmental conditions.

All caulking, patching and water base joint sealants should be installed and fully cured prior to application. Hot poured and solvent based joint sealants may be applied before or after application of the sealer.

All surfaces to be sealed must be properly cleaned. As needed, power wash surface clean of dust and construction dirt, surface materials, previous coatings, atmospheric stains and other contaminants.

Surfaces to be treated may be damp but should be absorbent to assure good penetration. Extremely dense surfaces such as burnished trowel finished floors may be given a light acid wash to promote adequate penetration.

Mixing: **CERTI-VEX PENSEAL 244 100%** is packaged ready to use. Do not dilute.

Application: Apply **CERTI-VEX PENSEAL 244 100%** with a low pressure, solvent resistant, airless sprayer generating 15 psi and equipped with a fan nozzle with 0.025" to 0.030" orifice at 0.5 g.p.m. or use a roller. Follow recommended application rates listed above.

On vertical surfaces, allow 6 inch minimum run down. Maximum run down is 12 inches. Excessive run down or over application can cause discoloration of the substrate.

Horizontal surfaces may be opened to traffic as soon as substrate is dry usually 1 hour at 72°F/22°C with 50% R.H

Cleanup

Clean tools and equipment used to apply **CERTI-VEX PENSEAL 244 100%** with **Polyseal Solvent**, xylene or mineral spirits before material dries.

Storage

Store tightly sealed containers in a cool dry area away from direct sunlight and sources of heat or ignition. Shelf life is three years from date of manufacture.

LIMITATIONS

- Do not apply unless substrate and ambient temperatures are 20°F (-6°C) and rising at time of installation.
- Do not apply above 90°F (32°C) or below 20°F (-6°C).
- Do not apply in rain or when rain is expected within 4 hours before or after application.
- Protect plant life and landscaping from overspray.
- Line stripping can be done after application of sealer. Contact ChemMasters Technical Service for additional information
- CERTI-VEX PENSEAL 244 100%** may remove special coatings from glass. Test small areas prior to application.
- CERTI-VEX PENSEAL 244 100%** may "frost" or damage plastic window panes.
- It is the responsibility of contractor/applicator to determine when the substrate is dry enough to safely open to traffic.
- CERTI-VEX PENSEAL 244 100%** is a penetrating water repellent designed to reduce the intrusion of water and salts. It is not a waterproofing membrane and thus cannot be expected to bridge cracks or joints in the concrete.
- All label precautions and the SDS must be fully understood before using this product.** Ensure that you are using the most recent technical data sheet for instructions. Go to www.chemmasters.net for the most up to date information or contact ChemMasters at 800.486.7866 to verify.
- Proper application is the responsibility of the user. ChemMasters can only make technical recommendations and cannot provide quality control on the jobsite.

PRECAUTIONS

For outdoors only. Not for indoor use.

WARNING: Combustible Liquid. May be harmful if swallowed. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation.

Precautionary Statements: Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Avoid breathing dust/fume/gas/mist/vapors/spray. Wash skin thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection.

For professional use only.

Keep out of reach of children.

See the safety data sheet for hazard information.

This Product is Formulated and Labeled for Industrial and Commercial Use Only

FOR BEST RESULTS AND SAFEST USAGE, USER IS SPECIFICALLY DIRECTED TO
CONSULT THE CURRENT MATERIAL SAFETY DATA SHEET AND PACKAGE LABEL FOR
THIS PRODUCT

We warrant our products to meet our published specifications and to be free from defects in materials and workmanship to the acceptable quality levels defined in these specifications. If acceptable quality levels are not specified, the acceptable quality levels will be those normally supplied by us for the product. We make no guarantee of the results to be obtained from the use of our products. The determination as to the adaptability of any of our products to the specific needs of the Buyer is solely Buyer's prerogative and responsibility. We are glad to offer suggestions on the use of our products. Nevertheless, there are no warranties given except such expresses warranties offered in connection with the sale of a particular product. Our liability shall be limited to replacement of, or refund of an amount not to exceed the purchase price attributed to, the goods as to which such claim is made. Our selection of one of these alternatives shall be Buyer's exclusive remedy. IN NO CASE SHALL WE BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, CO-CONDITIONS AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, COMMON LAW, USAGE OR TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RIDER B TERMS AND CONDITIONS

- 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 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 A

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

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <i>HD Supply Construction Supply LTD</i>		
Chief Executive - Name/Title: <i>John Stejeman, CEO</i>		
Tel: <i>(770) 852-9419</i>	Fax: _____	E-mail: <i>John.Stejeman@whitecap.com</i>
Headquarters Street Address: <i>6250 Brook Holben Pkwy Ste 100, 150</i>		
Headquarters City/State/Zip: <i>Norcross, GA, 30071</i>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <i>Ian Wilson, Branch manager</i>		
Tel: <i>(207) 622-0821</i>	Fax: _____	E-mail: <i>Ian.wilson@whitecap.com</i>
Street Address: <i>23 Lejwan Road,</i>		
City/State/Zip: <i>Augusta ME, 04330</i>		

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: <i>Ian Wilson</i>	Title: <i>Branch manager</i>
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: <i>Ian Wilson</i>	Date: <i>10/1/2021</i>

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: <i>Ian Wilson</i>	Title: <i>Branch Manager</i>
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: <i>Ian Wilson</i>	Date: <i>10/1/2021</i>

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 210922-062
Silane 100% Sealant

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.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

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

Yes

Yes, with conditions as follows: *F.o.B: AUGUSTA, ME 04330*

No

Name of Company:

HD SUPPLY CONSTRUCTION SUPPLY LTD, DBA/ WHITECAP.

Address:

23 Leighton Rd, AUGUSTA ME 04330

Signature:

[Handwritten Signature]

Date: *10/1/2021*

Safety Data Sheet

Sikagard®-705 L



Revision Date 07/16/2019

Print Date 07/16/2019

SECTION 1. IDENTIFICATION

Product name : Sikagard®-705 L

Company name : Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
USA
www.sikausa.com

Telephone : (201) 933-8800

Telefax : (201) 804-1076

E-mail address : ehs@sika-corp.com

Emergency telephone : CHEMTREC: 800-424-9300
INTERNATIONAL: 703-527-3887

Recommended use of the chemical and restrictions on use : For further information, refer to product data sheet.

SECTION 2. HAZARDS IDENTIFICATION**GHS classification in accordance with 29 CFR 1910.1200**

Flammable liquids : Category 3

GHS label elements

Hazard pictograms :



Signal Word : Warning

Hazard Statements : H226 Flammable liquid and vapor.

Precautionary Statements : **Prevention:**
P210 Keep away from heat/sparks/open flames/hot surfaces.
No smoking.
P233 Keep container tightly closed.
P240 Ground/bond container and receiving equipment.
P241 Use explosion-proof electrical/ ventilating/ lighting/ equipment.
P242 Use only non-sparking tools.
P243 Take precautionary measures against static discharge.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

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Response:

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.

P370 + P378 In case of fire: Use dry sand, dry chemical or alcohol-resistant foam to extinguish.

Storage:

P403 + P235 Store in a well-ventilated place. Keep cool.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Additional Labeling

There are no ingredients with unknown acute toxicity used in a mixture at a concentration $\geq 1\%$.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS
Substances**Components**

No hazardous ingredients

SECTION 4. FIRST AID MEASURES

General advice	:	Move out of dangerous area. Consult a physician. Show this material safety data sheet to the doctor in attendance.
If inhaled	:	Move to fresh air.
In case of skin contact	:	Take off contaminated clothing and shoes immediately. Wash off with soap and plenty of water.
In case of eye contact	:	Remove contact lenses. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist.
If swallowed	:	Clean mouth with water and drink afterwards plenty of water. Do not induce vomiting without medical advice. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person.
Most important symptoms and effects, both acute and delayed	:	No known significant effects or hazards. No information available.
Notes to physician	:	Treat symptomatically.

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SECTION 5. FIRE-FIGHTING MEASURES

- Suitable extinguishing media : Alcohol-resistant foam
Carbon dioxide (CO₂)
Dry chemical
Water mist
- Unsuitable extinguishing media : High volume water jet
- Specific hazards during fire fighting : Do not use a solid water stream as it may scatter and spread fire.
- Further information : Use water spray to cool unopened containers.
Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
- Special protective equipment for fire-fighters : In the event of fire, wear self-contained breathing apparatus.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
Remove all sources of ignition.
Deny access to unprotected persons.
Beware of vapors accumulating to form explosive concentrations. Vapors can accumulate in low areas.
- Environmental precautions : Prevent product from entering drains.
If the product contaminates rivers and lakes or drains inform respective authorities.
Local authorities should be advised if significant spillages cannot be contained.
- Methods and materials for containment and cleaning up : Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13).

SECTION 7. HANDLING AND STORAGE

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- Advice on protection against fire and explosion : Use explosion-proof equipment.
Keep away from heat/sparks/open flames/hot surfaces. No smoking.
Take precautionary measures against electrostatic discharges.
- Advice on safe handling : Do not breathe vapors or spray mist.
Avoid exceeding the given occupational exposure limits (see section 8).
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
Take precautionary measures against static discharge.
Open drum carefully as content may be under pressure.
Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors).
Follow standard hygiene measures when handling chemical products.
- Conditions for safe storage : Store in original container.
Keep in a well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Store in accordance with local regulations.
- Materials to avoid : Explosives
Oxidizing agents
Poisonous gases
Poisonous liquids
- Further information on storage stability : No decomposition if stored and applied as directed.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION
Ingredients with workplace control parameters

Contains no substances with occupational exposure limit values.

Occupational exposure limits of decomposition products

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
ethanol	64-17-5	TWA	1,000 ppm 1,900 mg/m ³	OSHA Z-1
		TWA	1,000 ppm 1,900 mg/m ³	OSHA P0

- Engineering measures** : Use of adequate ventilation should be sufficient to control worker exposure to airborne contaminants. If the use of this product generates dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure below any recommend-

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ed or statutory limits.

The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits.

Personal protective equipment

Respiratory protection : Use a properly fitted NIOSH approved air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary.

The filter class for the respirator must be suitable for the maximum expected contaminant concentration (gas/vapor/aerosol/particulates) that may arise when handling the product. If this concentration is exceeded, self-contained breathing apparatus must be used.

Hand protection

Remarks

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary.

Eye protection

: Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary.

Skin and body protection

: Choose body protection in relation to its type, to the concentration and amount of dangerous substances, and to the specific work-place.

Hygiene measures

: Avoid contact with skin, eyes and clothing.
Wash hands before breaks and immediately after handling the product.
Remove respiratory and skin/eye protection only after vapors have been cleared from the area.
Remove contaminated clothing and protective equipment before entering eating areas.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Color : colorless

Odor : very faint

Odor Threshold : No data available

pH : Not applicable

Melting point/range : < -148 °F / < -100 °C
(1,013 hpa)

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Boiling point/boiling range	: 457 °F / 236 °C (1,013 hpa)
Flash point	: 108 °F / 42 °C (Method: closed cup)
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Autoignition temperature	: 251 °C
Upper explosion limit / Upper flammability limit	: No data available
Lower explosion limit / Lower flammability limit	: No data available
Vapor pressure	: ca. 0.089 hpa (77 °F / 25 °C)
Relative vapor density	: No data available
Density	: 0.88 g/cm ³ (68 °F / 20 °C)
Solubility(ies)	
Water solubility	: insoluble
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Autoignition temperature	: ca. 509 °F / 265 °C
Decomposition temperature	: No data available
Viscosity	
Viscosity, dynamic	: 1.9 mPa.s (77 °F / 25 °C)
Viscosity, kinematic	: ca. > 20.55 mm ² /s (68 °F / 20 °C)
Explosive properties	: No data available
Oxidizing properties	: No data available
Volatile organic compounds (VOC) content	: 327 g/l

SECTION 10. STABILITY AND REACTIVITY

Reactivity : No dangerous reaction known under conditions of normal use.

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Chemical stability	:	The product is chemically stable.
Possibility of hazardous reactions	:	Stable under recommended storage conditions. Vapors may form explosive mixture with air.
Conditions to avoid	:	Heat, flames and sparks.
Incompatible materials	:	No data available
Hazardous decomposition products	:	ethanol Decomposes in contact with water.

SECTION 11. TOXICOLOGICAL INFORMATION

Not classified based on available information.

Skin corrosion/irritation

Not classified based on available information.

Serious eye damage/eye irritation

Not classified based on available information.

Respiratory or skin sensitization**Skin sensitization**

Not classified based on available information.

Respiratory sensitization

Not classified based on available information.

Germ cell mutagenicity

Not classified based on available information.

Carcinogenicity

Not classified based on available information.

IARC Not applicable

OSHA Not applicable

NTP Not applicable

Reproductive toxicity

Not classified based on available information.

STOT-single exposure

Not classified based on available information.

STOT-repeated exposure

Not classified based on available information.

Aspiration toxicity

Not classified based on available information.

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SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity**

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**

Additional ecological information : Do not empty into drains; dispose of this material and its container in a safe way.
Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

Waste from residues : Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Contaminated packaging : Empty containers should be taken to an approved waste handling site for recycling or disposal.

SECTION 14. TRANSPORT INFORMATION**International Regulations****IATA-DGR**

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Domestic regulation**49 CFR**

Not regulated as a dangerous good

Remarks : Not classified as supporting combustion according to the transport regulations.

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SECTION 15. REGULATORY INFORMATION

TSCA list : All chemical substances in this product are either listed on the TSCA Inventory or are in compliance with a TSCA Inventory exemption.

EPCRA - Emergency Planning and Community Right-to-Know**CERCLA Reportable Quantity**

This material does not contain any components with a CERCLA RQ.

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : Flammable (gases, aerosols, liquids, or solids)

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

California Prop 65 : This product does not contain any chemicals known to the State of California to cause cancer, birth, or any other reproductive defects.

SECTION 16. OTHER INFORMATION**Full text of other abbreviations**

OSHA P0 : USA. OSHA - TABLE Z-1 Limits for Air Contaminants - 1910.1000
OSHA Z-1 : USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants

Notes to Reader

The information contained in this Safety Data Sheet applies only to the actual Sika Corporation ("Sika") product identified and described herein. This information is not intended to address, nor does it address the use or application of the identified Sika product in combination with any other material, product or process. All of the information set forth herein is based on technical data regarding the identified product that Sika believes to be reliable as of the date hereof. Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's current Product Data Sheet, product label and Safety Data Sheet for each Sika product, which are available at web site and/or telephone number listed in Section 1 of this SDS.

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SIKA MAKES NO WARRANTIES EXPRESS OR IMPLIED AND ASSUMES NO LIABILITY ARISING FROM THIS INFORMATION OR ITS USE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES AND SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

All sales of Sika products are subject to its current terms and conditions of sale available at www.sikausa.com or 201-933-8800.

Revision Date 07/16/2019

000000200197

US / Z8

SAFETY DATA SHEET



Issue Date: August 26, 2020

Revision Date: N/A

Version: 2020V1.0

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name: Certi-Vex Penseal 244 100%

Other Means of Identification

SDS #:

Recommended Use: Concrete Curing Compound

Restrictions on Use: No Data

Supplier of the Safety Data Sheet including Address:

ChemMasters Inc.
300 Edwards Street
Madison, OH 44057

Telephone Numbers

Company Phone Number

Phone: 800-486-7866, 440-428-2105

Fax: 440-428-7091

Emergency Telephone : ChemTrec 800-424-9300

2. HAZARDS IDENTIFICATION

Emergency Overview

OSHA Hazards:

Combustible Liquid. Causes Skin Irritation

Target Organs: Eyes, Skin, Respiratory System

GHS Classification:

Combustible Liquid- Category 4

Skin Irritation- Category 2

Label Elements, including precautionary statements

Pictograms:



Signal Word: WARNING

Hazard Statements:

H227 Combustible Liquid.

H315 Causes skin irritation.

Precautionary Statement(s)**Prevention:**

- P210** Keep away from heat/sparks/open flames/hot surfaces. No smoking.
- P261** Avoid breathing fume/mist/vapours/spray.
- P264** Wash hands and skin thoroughly after handling.
- P270** Do not eat, drink or smoke when using this product.
- P271** Use only outdoors or in a well-ventilated area.

Response:

- P301+P312** IF SWALLOWED: Call a POISON CENTER/doctor if you feel unwell.
- P330** Rinse mouth.
- P304+P340+P312** IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.
- P305+P351+P338** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- P337+P313** If eye irritation persists: Get medical advice or attention.

Storage:

- P403+P233** Store in a well-ventilated place. Keep container tightly closed.
- P405** Store locked up.

Disposal:

- P501** Dispose of contents/container in accordance with local/regional/national regulations.

Hazards not otherwise classified: may cause skin irritation.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Component

Triethoxyoctylsiliane

CAS#: 2943-75-1

>=90-<=100%

Ingredients not listed on this safety data sheet are considered to be non-hazardous according to OSHA 1910.1200 or are not present above their cutoff levels. Where a range is displayed, the exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

First Aid Measures

General Advice: Consult a physician. Show this safety data sheet to the doctor in attendance. Move out of dangerous area.

Inhalation: IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell. If not breathing, give artificial respiration. Consult a physician.

Eye Contact: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice or attention.

Ingestion: IF SWALLOWED: Immediately call a POISON CENTER/doctor. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. If conscious, rinse mouth with water.

Skin Contact: Wash off with soap and plenty of water. If skin irritation occurs, get medical advice or attention.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Material is combustible. Use water spray, alcohol-resistant foam, dry chemical, or carbon dioxide for the surrounding fire.

Specific Hazards Arising from the Chemical: Do not use high volume water jet.

Hazardous Combustion Products: Carbon oxides, Silicon oxides, formaldehyde

Protective Equipment and Precautions for Firefighters

Wear self-contained breathing apparatus and full protective gear for firefighting.

Further Information: See Section 7 for safe handling and storage.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

In case of spill wear appropriate personal protective equipment during any cleanup and response activities. Avoid skin contact and inhalation. Non-sparking tools should be used.

Environmental Precautions

Prevent further leakage or spillage if safe to do so. Do not let product enter drains.

Methods and Material for Containment and Cleaning Up

Dike and contain spill with inert absorbent materials. Soak up with inert material and keep in suitable, closed containers for disposal. Dispose of in accordance with specified local/regional/national/international regulations for disposal.

7. HANDLING AND STORAGE

Precautions for Safe Handling

Avoid contact with skin and eyes. Avoid inhalation of vapour or mist.

Conditions for Safe Storage, Including any Incompatibilities

General information: Keep container tightly closed in a dry and well ventilated place. Containers which are opened must be carefully resealed and kept upright to prevent leakage. Keep away from heat. Keep from freezing. Store this product above 50 degrees F/10 degrees C and below 95 degrees F/35 degrees C.

Safe Storage: No Additional Data

Incompatibilities: Strong oxidizing agents, explosives, gases

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines:

Component Exposure Limits

Triethoxyoctylsilane, CAS# 2943-75-1:

No workplace control parameters

Components of decomposition products:

Ethanol, CAS# 64-17-5: ACGIH STEL: 1000 ppm, NIOSH REL TWA 1000 ppm, OSHA Z-71 1000ppm

Appropriate Engineering Controls

Local Ventilation: Recommended
 General Ventilation: Recommended

Individual Protection Measures, such as Personal Protective Equipment

Eye/Face Protection: Use proper protection – Safety Glasses as a minimum

Skin and Body Protection: Wash at mealtime and end of shift. Skin contact must be avoided by using impervious protective clothing (gloves, aprons, boots, etc.). Use chemical protective flame retardant gloves as a minimum and wash skin promptly upon any skin contact.

Respiratory Protection: Use respiratory protection unless adequate local exhaust ventilation is provided or exposure assessment demonstrates that exposures are within recommended exposure guidelines. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators.

General Hygiene Considerations

Handle in accordance with good industrial hygiene and safety practice. Wash hands before & after breaks and work day.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State

Appearance: Liquid

Color: Colorless to pale yellow

Odor: alcohol-like

Odor threshold: No Data

<u>Property</u>	<u>Value</u>	<u>Remarks – Method</u>
Vapor Pressure	Not Available	
Vapor Density	Not Available	
Relative Density	.875	
pH:	Not Available	
Melting/Freezing Point	Not Available	
Solubility	Not Available	
Evaporation Rate	Not Available	
Flash Point	65 Degrees C	Closed Cup
Flammability Limits	Not Available	
Flammability (Solid, gas)	Not Relevant	
Auto Ignition Temperature	Not Relevant	
Initial Boiling Point/Boiling Range	>65 Degrees C	
Viscosity	1cSt	

10. STABILITY AND REACTIVITY

Chemical Stability:

This product is chemically stable under recommended storage conditions.

Possibility of Hazardous Reactions:

Combustible Liquid. Vapors may form explosive mixture with air. Can react with strong oxidizing agents. When heated above 300 Degrees Fahrenheit in the presence of air, product can form formaldehyde vapors.

Conditions to Avoid:

Exposure to moisture, heat, flames, and sparks

Incompatible Materials:

Oxidizing agents and water

Hazardous Decomposition Products

Contact with humid air may form Ethanol. Thermal decomposition form Formaldehyde.

11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure: Inhalation, Skin Contact, Eye Contact
(Ingestion is not a likely route of exposure under normal conditions of use.)

Symptoms of Exposure:

Causes skin irritation.

Numerical measures of toxicity:

Ingredient: Triethoxyoctylsilane:

LD50 Oral Rat: >5,110 mg/kg

LD50 Dermal Rabbit >6,730 mg/kg

Delayed and Immediate Effects as well as Chronic Effects from Short and Long-Term Exposure

Carcinogenicity: IARC, ACGIH, NTP, OSHA

Not Classified based on available information

Specific target organ toxicity: Not classified based on available information.

Respiratory Irritation: If material is misted or sprayed, inhalation of mist may cause irritation of mucous membranes and the upper respiratory tract.

12. ECOLOGICAL INFORMATION

Eco toxicity:

Toxicity to Daphnia and other aquatic invertebrates: EC50 >0.049 mg/l

Toxicity to algae: ErC50 >.13 mg/l

Persistence and Degradability: Not readily biodegradable. Biodegradation at 31.5% based upon OECD 301D

Bioaccumulation: log Pow 6.41 based upon OECD 117

Mobility: Not Determined.

Other Adverse Effects: Not Determined.

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods

Disposal of Wastes: This product is not a hazardous waste under RCRA if discarded in its purchased form. Dispose of in conformance with all federal, state and local regulations.

Contaminated Packaging: Dispose of as unused material.

14. TRANSPORT INFORMATION

D.O.T.: UN Number:	NA 1993
Proper shipping name:	Combustible Liquid, N.O.S. (Ethanol)
Class:	CBL
Packing Group:	III
ERG Code:	128
Marine Pollutant:	No
Remarks:	Above applies only to containers over 119 gallons or 450 liters. Not regulated if shipped in packages less than or equal to 119 gal.

I.M.D.G.: Not Regulated

I.A.T.A.: Not Regulated

15. REGULATORY INFORMATION

International Inventories

TSCA: All chemical substances in this material are included on or exempted from listing on the TSCA Inventory of Chemical Substances.

US Federal Regulations

SARA 302 (Extremely Hazardous Substances): None Known

SARA 311/312 Hazard Categories: Acute Health Hazard, Fire Hazard

SARA Section 313: This product contains the following components in concentrations greater than 0.1% for carcinogenic substances and/or 1.0% of the substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR 372: **None Known**

CWA (Clean Water Act): This product contains petroleum light aromatic and may be subject to regulation by Section 311 of the Clean Water Act and the Oil Pollution Act. Releases of the product into or leading to surface waters must be reported to the National Response Center at 1-800-424-8802.

Supplemental State Compliance Information

California: This product does not contain any chemicals known to the State of California to cause cancer, birth, or any other reproductive defects.

State Right To Know:

<u>CAS Number</u>	<u>Component Name</u>	<u>State</u>
2943-75-1	Triethoxyoctylsilane	New Jersey, Pennsylvania

16. OTHER INFORMATION

HMIS Classification:

Health hazard:	3
Flammability:	2
Physical Hazards:	0

NFPA Rating:

Health hazard:	2
Fire:	2
Reactivity Hazard:	0

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Disclaimer

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 guide 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.

End of Safety Data Sheet