

MA 18P 2103010000000000085
NEW

State of Maine



Master Agreement

Effective Date: 03/02/21

Expiration Date: 12/31/21

Master Agreement Description: Emulsified Asphalt Supply & Delivery

Buyer Information

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

Sharon Krechkin	207-624-3038	ext.	sharon.krechkin@maine.gov
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Requestor Information

Sharon Krechkin	207-624-3038	ext.	sharon.krechkin@maine.gov
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Agreement Reporting Categories

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000001811

Vendor Name

ALL STATES CONSTRUCTION INC

Alias/DBA

Vendor Address Information

699 MAIN ST

RICHMOND, ME 04357
US

Vendor Contact Information

ANJELICA HILTON
207-295-7590 ext.

Commodity Information

Vendor Line #: 1

Vendor Name: ALL STATES CONSTRUCTION INC

Commodity Line #: 1

Commodity Code: 74508

Commodity Description: Asphalt, Emulsified

Commodity Specifications:

Commodity Extended Description: To create a Master agreement Contract for Emulsified Asphalt Supply & Delivery. Attachment RFQ 17A 210201-157 has the specifications and a list of all required bid documents. Bid prices must include all delivery charges. Bids received without all required documents and/or prices that do not include delivery charges may be rejected.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	03/02/21	12/31/21
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

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

DocuSigned by:
Jaime C. Schorr 3/1/2021
6D6437754DD0459

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

ALL STATES CONSTRUCTION INC

DocuSigned by:
Michael M. Reilly 3/1/2021
F5072000ADA0471...

Signature Date

Michael M. Reilly, Manager of Liquid Asphalt

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 – Scope of Work 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 type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	SDS

RIDER A
Scope of Work and/or Specifications
MA 210301-085

Commodity: Emulsified Asphalt Supply & Delivery

Master Agreement Competitive Bid RFQ: 17A 210201-157

Contract Period: Through December 31, 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: Michael Reilly **Tel:** 207-947-8624 **Email:** mreilly@asmh.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.

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.

The delivery dates and locations listed match the anticipated work schedule of the Pug Mill operation. MaineDOT reserves the right to adjust delivery dates, increase or decrease estimated amounts and change or add delivery locations to match operational needs.

MaineDOT Reserves the right to negotiate additional delivery locations and material after award.

Specifications

SPECIAL PROVISION

SECTION 310

Emulsified Asphalt – Supply and Delivery

Description This work shall consist of supplying the Department with emulsified asphalt for use in the production of PMRAP with the State Pugmill.

Emulsified Asphalt Emulsified asphalt materials shall be sourced from a supplier contracted by the Department. The emulsified asphalt shall be grade MS-4, or as otherwise determined by the

Department and meeting the requirements of Table 702 - 1 Anionic Asphalt Emulsion included in this specification.

Table 702-1 – Anionic Asphalt Emulsion

Grade	Rapid-Setting						Medium Setting						Test Method
	RS-1h		RS-1		RS-2		HFMS-2		MS-4		MS-5		
Tests on emulsified asphalt:	min	max	min	max	min	max	min	max	min	max	min	max	
Viscosity, Saybolt Furol at 25°C (77° F), s ^a	20	100	20	100									
Viscosity, Saybolt Furol at 50°C (122° F), s ^a					75	400	100 see (d)		100	500	100	500	
Storage stability test, 24 h, % ^{a,b}		1.0		1.0		1.0		1.0		1.0		1.0	
Demulsibility, 35 mL, 0.02 N CaCl ₂ , % ^a	60		60		60								
Coating ability and water resistance													
Coating, dry aggregate							good		75%			75%	
Coating, after spraying							fair		see (e) (f)		see (e) (f) (g)		
Coating, wet aggregate							fair						
Coating, after spraying							fair						
Sieve test, % ^{a,b}		0.10		0.10		0.10		0.10		0.10		0.10	
Distillation													
Oil distillate, %									1.0	7.0	0	3.0	
Residue, % ^c	55		55		65		65		65		65		
Tests on residue from distillation:													
Penetration, 25°C (77°F), 100 g, 5 s, 0.1 mm	40	90	90	150	90	150	90	250	250		150	250	T49
Ductility, 25°C (77°F), 5 cm/min, cm	40		40		40		40						T51
Ash content, %		1.0		1.0		1.0		1.0					T111
Float test, 60°C (140°F), s							1200						T50

It shall be the Contractors responsibility to coordinate the emulsion supply and delivery to each location listed in this document. Emulsion temperatures shall be between 135 – 175 ° F at the time of delivery. It will be the responsibility of the supplier to replace or reheat loads should they be outside the range specified. All costs associated with replacement or reheating of loads will not be at the Departments expense. Loads delivered outside the specified temperature range may be conditionally accepted by the Pugmill Supervisor depending on the planned use.

Order and Delivery – Unless otherwise communicated emulsions shall be delivered 48 hours before the start dates shown in the table below. Each tanker delivery will be supplied with a minimum 7000 gallon tanker. There may be exceptions for low production days near the beginning or end of the project as communicated by the Pugmill Supervisor. As a minimum, two full 7000 gallon tankers shall be delivered and maintained onsite for each days production. An area will be provided to store one empty tanker to make room for a new full tanker so it can be transported back to the supplier’s facility to be refilled.

Once production begins the Pugmill Supervisor will communicate with the supplier daily to coordinate the next delivery time and gallons required. The Pugmill Supervisor will notify the supplier 12 hours in advance of the needed amount for the next delivery. Delivery must be made with-in 12 hours of the order time and date unless otherwise approved by the Pugmill Supervisor.

Region	Location	Estimated Start Dates	Est. Gallons
Region 1	Pownal, 107 Libby Road GPS: 43.891181, -70.173251	August 9 – August 25	96,575 gallons
Region 4	Plymouth, 2510 Moosehead Trail GPS: 44.805982, -69.221190	May 10 - June 2	132,790 gallons
Region 5	Medway Maint. Lot 185 Grindstone Road Medway, Maine GPS: 45.62614, -68.537446	June 10 - July 28	227,641 gallons

The Contractor will be assessed Liquidated Damages of \$1000.00 per calendar day for each day production must be halted for non-delivery of emulsion. This amount will be deducted from any money due the supplier under the Contract, and the supplier will be liable for any Liquidated Damages in excess of the amount due.

Method of Measurement Emulsion shall be measured by the gallon. The Contractor shall provide prices broken down by location showing the price per gallon supplied and delivered.

Basis of Payment The accepted quantity of emulsion will be paid for at the contract unit price per gallon, with adjustments made for delivery to each location identified.

The accepted quantity of emulsified asphalt will be paid for at the contract unit price per gallon, with adjustments made for delivery to each location identified. Payment shall be full compensation for the supply, transport, delivery, staging of two full tankers onsite, and return of emptied tankers back to the facility as required.

**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: All States Construction, Inc.		
Chief Executive - Name/Title: Alan L. Chicoine, Vice President		
Tel: 413-665-7021	Fax: 413-665-9027	E-mail: asphalt@asmg.com
Headquarters Street Address: 325 Amherst Road		
Headquarters City/State/Zip: Sunderland, MA 01375		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Ron Simbari, Maine Construction Manager		
Tel: 207-295-7590	Fax: 207-894-5182	E-mail: rsimbari@asmg.com
Street Address: 699 Main Street		
City/State/Zip: Richmond, ME 04357		

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: Alan L. Chicoine	Title: Vice President
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: 	Date: February 12, 2021

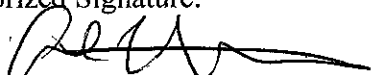
Debarment, Performance, and Non-Collusion Certification

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: Alan L. Chicoine	Title: Vice President
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: 	Date: February 12, 2021

ITEM DESCRIPTION	ADDITIONAL INFORMATION	Estimated Delivery Dates	Estimated Gallons Required	Delivered Price Per Gallon
Portland Cement Delivered to Plymouth	2510 Moosehead Trail, GPS: 44.805982, -69.221190	May 10 - June 2, 2021	132,790	\$2.08
Portland Cement Delivered to Medway	185 Grindstone Road, GPS: 45.62614, -68.537446	June 10 - July 28, 2021	227,641	\$2.08
Portland Cement Delivered to Pownal	107 Libby Road, GPS: 43.891181, -70.173251	August 9 - August 25, 2021	96,757	\$2.08

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations
 Revision Date: 12/14/2020

Date of Issue: 12/14/2020

Version: 1.2

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture
Product Name: Anionic Emulsion
Synonyms: MS-1, MS-2, SS-1, SS-1h, MS-4, MS-4P, MGE, MS-5, HFMS-2, Plus Patch

Intended Use of the Product

Use of the substance/mixture: Tack Coat, Fog Seal, Pavement Maintenance Treatments

Name, Address, and Telephone of the Responsible Party

Company: All States Construction, Inc. & Subsidiaries
 325 Amherst Road
 Sunderland, MA 01375
 413-665-7021
www.asmg.com

Manufacturer: All States Asphalt, LLC.
 201 Lowland ST.
 Holliston, MA 01746
 508-429-5550

Emergency Telephone Number

Emergency Number: 800-424-9300

SECTION 2: HAZARDS IDENTIFICATION

Physical Hazards: Not classified.
Health Hazards: Not classified.
Environmental Hazards: Not classified.
OSHA Defined Hazards: Not classified.

Label Elements

<i>Hazard Pictograms (GHS-US)</i>	None
<i>Signal Word (GHS-US)</i>	None
<i>Hazard Statements (GHS-US)</i>	This mixture does not meet the criteria for classification.
<i>Prevention</i>	Observe good industrial hygiene practices.
<i>Storage</i>	Store away from incompatible materials.
<i>Disposal</i>	Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC)

None known.

Supplemental information

Vapors containing hydrogen sulfide may accumulate during storage or transport. HYDROGEN SULFIDE (H₂S) can be harmful or fatal if inhaled.

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SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS
Substance

Not applicable

Mixture

Name	Product Identifier	%
Asphalt	(CAS No) 8052-42-4	50 – 70
Water	(CAS No) 7732-18-5	30 – 45
Fuel oil No. 2	(CAS No) 68476-30-2	0 – 20

* Components not listed are either non-hazardous or below the required disclosure threshold

SECTION 4: FIRST AID MEASURES
Description of First Aid Measures

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Consult a physician if you feel unwell.

Skin Contact: Rinse immediately with plenty of water. Remove contaminated clothing. Consult a physician if you feel unwell. Do not attempt to forcibly remove material from skin after cooling. DO NOT use solvents or thinners.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation develops and persists.

Ingestion: Rinse mouth. DO NOT induce vomiting. Get medical attention immediately. If ingestion of a large amount does occur, call a poison control center immediately.

Most Important Symptoms and Effects, Both Acute and Delayed

Direct contact with eyes may cause temporary irritation

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned get medical advice and attention.

General Information

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

SECTION 5: FIRE-FIGHTING MEASURES
Extinguishing Media

Suitable Extinguishing Media: Foam. Dry chemical powder. Carbon dioxide (CO₂).

Unsuitable Extinguishing Media: Water. Do not use water jet as an extinguisher, as this will spread the fire.

Special Hazards Arising From the Substance or Mixture

During fire, gases hazardous to health may be formed.

Advice for Firefighters

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. Structural firefighters protective clothing will only provide limited protection.

Firefighting Equipment/Instructions: ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. In the event of fire, cool tanks with water spray.

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

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Date of Issue: 12/14/2020

Version: 1.2

Specific Methods: In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray.

General Fire Hazards: No unusual fire or explosion hazards noted.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. For personal protection, see section 8 of the SDS.

Methods and Material for Containment and Cleaning Up

This product is miscible in water.

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Ventilate area and avoid breathing vapors or mist. For large spills, dike far ahead of liquid spill for later disposal. Do not release into sewers or waterways.

Environmental Precautions

Avoid discharge into drains, water courses or onto the ground.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Avoid prolonged exposure. Use only in well-ventilated areas. Hydrogen sulfide, a very highly toxic gas, may be present with this material. Keep face clear of tank and/or tank car openings. Good personal hygiene is necessary. Wash hands and contaminated areas with water and soap before leaving the work site.

Conditions for Safe Storage, Including Any Incompatibilities

Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials. Do not allow material to freeze.

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SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION
Occupational exposure limits

<i>Asphalt (8052-42-4)</i>		
USA ACGIH	ACGIH TWA (mg/m ³)	0.5 mg/m ³ (fume, inhalable fraction)
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen fume, coal tar-free
USA NIOSH	NIOSH REL (ceiling) (mg/m ³)	5 mg/m ³ (fume)
<i>Fuel oil No. 2 (68476-30-2)</i>		
USA ACGIH	USA ACGIH	100 mg/m ³ (inhalable fraction and vapor)
USA ACGIH	ACGIH chemical category	Skin - potential significant contribution to overall exposure by the cutaneous route, Confirmed Animal Carcinogen with Unknown Relevance to Humans

Exposure Controls
Appropriate Engineering Controls

Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed. Ensure adequate ventilation, especially in confined areas.

Personal Protective Equipment

Protective clothing. Gloves. Safety glasses.


Hand Protection

Chemical resistant gloves are recommended.

Skin and Body Protection

Wear suitable protective clothing.

Respiratory Protection

If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn.

Consumer Exposure Controls

Do not eat, drink or smoke during use.

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SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES
Information on Basic Physical and Chemical Properties

<i>Physical State</i>	Liquid
<i>Appearance</i>	Brown
<i>Odor</i>	Mild Petroleum
<i>Odor Threshold</i>	No data available
<i>pH</i>	7 – 11.3
<i>Evaporation Rate</i>	No data available
<i>Melting Point</i>	No data available
<i>Freezing Point</i>	32°F (0°C)
<i>Boiling Point</i>	212°F (100°C)
<i>Flash Point</i>	>350°F (>177 °C)
<i>Auto-ignition Temperature</i>	No data available
<i>Decomposition Temperature</i>	No data available
<i>Flammability (solid, gas)</i>	No data available
<i>Vapor Pressure</i>	24 mm Hg @ 77°F
<i>Relative Vapor Density at 20 °C</i>	No data available
<i>Relative Density</i>	No data available
<i>Specific Gravity</i>	0.98 - 1.02 @ 60°F
<i>Solubility</i>	Water: Partially miscible
<i>Partition Coefficient: N-Octanol/Water</i>	No data available
<i>Viscosity</i>	No data available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: The product is stable and non-reactive under normal conditions of use, storage and transport.

Chemical Stability: Stable under normal temperature conditions.

Possibility of Hazardous Reactions: Hazardous polymerization does not occur.

Conditions to Avoid: Avoid temperatures exceeding the flash point. Contact with incompatible materials. Do not overheat product.

Incompatible Materials: Strong oxidizing agents.

Hazardous Decomposition Products: Upon decomposition, this product may yield sulfur dioxide, carbon monoxide, carbon dioxide and/or low molecular weight hydrocarbons. Hydrogen sulfide.

SECTION 11: TOXICOLOGICAL INFORMATION
Information on Toxicological Effects

Acute Toxicity: Not classified

Asphalt (8052-42-4)

LD50 Oral Rat	> 5000 mg/kg
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LD50 Dermal Rabbit	> 2000 mg/kg
<i>Fuel oil No. 2 (68476-30-2)</i>	
LD50 Dermal Rabbit	4720 µl/kg
LC50 Inhalation Rat	4.6 mg/l/4h

Skin Corrosion/Irritation: Causes skin irritation.

Serious Eye Damage/Irritation: Causes serious eye irritation.

Respiratory or Skin Sensitization: May cause an allergic skin reaction.

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Risk of cancer cannot be excluded with prolonged exposure.

Reproductive Toxicity: Not Classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: Inhalation of fumes or vapors may cause respiratory irritation.

Symptoms/Injuries After Skin Contact: May cause skin irritation. Prolonged or repeated contact with the skin may cause dermatitis.

Symptoms/Injuries After Eye Contact: May cause eye irritation.

Symptoms/Injuries After Ingestion: Ingestion is likely to be harmful or have adverse effects. May cause nausea, vomiting, and diarrhea.

Chronic Symptoms: Repeated or prolonged skin contact may cause dermatitis.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology – General: Not expected to be harmful to aquatic organisms.

<i>Fuel oil No. 2 (68476-30-2)</i>	
LC50 Fish 1	35 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])

Persistence and Degradability

No additional information available

Bioaccumulative Potential

<i>Asphalt (8052-42-4)</i>	
BCF fish 1	(no bioaccumulation expected)
Log Pow	> 6

Mobility in Soil

No additional information available

Other Adverse Effects

No additional information available

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SECTION 13: DISPOSAL CONSIDERATIONS
Waste treatment methods

Disposal Instructions: Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose in accordance with all applicable regulations. No components are identified as hazardous wastes. Disposal recommendations are based on uncontaminated material.

Local Disposal Regulations: Dispose in accordance with all applicable regulations.

Hazardous Waste Code: The waste code should be assigned in discussion between the user, the producer and the waste disposal company. Not applicable.

Waste From Residues / Unused Products: Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions). Avoid discharge into water courses or onto the ground.

Contaminated Packaging: Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

SECTION 14: TRANSPORT INFORMATION
DOT

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

Transport in Bulk According to Annex II of MARPOL 73/78 and the IBC Code

Not available.

SECTION 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)

ASPHALT (CAS 8052-42-4)

Listed

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

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
 Delayed Hazard - Yes
 Fire Hazard - Yes
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed

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SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated
<i>Other federal regulations</i>	
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.

<i>US. Massachusetts RTK - Substance List</i>	
Asphalt (CAS 8052-42-4)	
<i>US. New Jersey Worker and Community Right-to-Know Act</i>	
Asphalt (CAS 8052-42-4)	
<i>US. Pennsylvania RTK - Hazardous Substances</i>	
Asphalt (CAS 8052-42-4)	
<i>US. California Proposition 65</i>	
WARNING: This product contains a chemical known to the State of California to cause cancer.	
<i>US - California Proposition 65 - CRT: Listed date/Carcinogenic substance</i>	
ASPHALT (CAS 8052-42-4)	Listed: January 1, 1990

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date 12/14/2020

Other Information This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.