

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**Annual Supply  
Asphaltic Joint Sealant  
Bid No. 18-173**

**Maxwell Products, Inc.  
650 S. Delong St.  
SLC, UT 84104  
(801) 972-2090**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Maxwell Products, Inc., 650 S. Delong St., SLC, UT 84104**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Asphaltic Joint Sealant, Bid No. 18-173**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The cost of products or services for City Departments shall not**

**exceed \$31,000.00 during the contract term without. The cost of products or services for County agencies shall not exceed \$20,000.00 during the contract term without approval by the Board of Commissioners.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance,

unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City and the County pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City or the County shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Special Provisions
  4. Specifications
  5. Instructions to Bidders
  6. Sales Tax Exemption Form 13  
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page

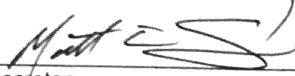
**Vendor Signature Page**

**CONTRACT  
Annual Supply  
Asphaltic Joint Sealant  
Bid No. 18-173  
City of Lincoln and Lancaster County  
Maxwell Products, Inc.**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

  
Secretary \_\_\_\_\_ Seal



Maxwell Products, Inc.  
Name of Corporation

1505 S. Delong St., SLC, UT 84104  
Address

By:   
Duly Authorized Official

Business Development  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

**City of Lincoln Signature Page**

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**CONTRACT  
Annual Supply  
Asphaltic Joint Sealant  
Bid No. 18-173  
City of Lincoln and Lancaster County  
Maxwell Products, Inc.**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

Approved by Executive Order No. \_\_\_\_\_

dated \_\_\_\_\_

**Lancaster County Signature Page**

**CONTRACT  
Annual Supply  
Asphaltic Joint Sealant  
Bid No. 18-173  
City of Lincoln and Lancaster County  
Maxwell Products, Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428 x			
Fax	(402) 441-6513 x			
Bid Number	18-173	Department		Department
Title	Annual Supply - Asphaltic Joint Sealant	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	6/22/2018 04:29 PM (CT)	Telephone	(402) 441-7428 x	Telephone
Close Date	7/11/2018 12:00:00 PM (CT)	Fax	(402) 441-6513 x	Fax
		Email	smulder@lincoln.ne.gov	Email

## Supplier Information

Company Maxwell Products, Inc.  
 Address 650 S. Delong St.  
 SLC, UT 84104  
 Contact Dave McIntosh  
 Department  
 Building  
 Floor/Room  
 Telephone (801) 972-2090  
 Fax (801) 972-5536  
 Email dave.m@maxwellproducts.com  
 Submitted 7/9/2018 03:57:57 PM (CT)  
 Total \$55,200.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Nicole Maxwell

Email nicole@maxwellproducts.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

## Bid Attributes



Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____ (b) Are your bid prices subject to escalation/de-escalation YES or NO _____ (c) If (b), state period for which prices will remain firm: through _____	(a) yes (b) yes (c) adjusted annually
6	Quantities	I acknowledge that the quantities listed for each line item are an estimated amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.	Y
7	Delivery	State number of delivery days after receipt of order (ARO). FOB to the City/County at the location specified with all transportation charges paid.	14
8	Contact	Name of person submitting this bid:	Nicole Maxwell
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
10	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO  As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a>  All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.  If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.  Vendor further understands and agrees that lawful presence in the United States is required and the Vendor	yes

may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

11 Electronic Signature

Please check here for your electronic signature.

Yes

## Line Items

#	Qty	UOM	Description	Response
1	120,000	Lbs.	Rubberized asphalt joint sealant packaged in a meltable container. Cardboard packaging will NOT be acceptable. Product shall be delivered on pallets weighing approximately 2000 pounds with banding suitable for outdoor storage. Sealant shall meet the requirements in ASTM D 3405	\$0.46

Manufacturer: Crafc0, Maxwell Elastoflex, Right Pointe      Manufacturer #: 34221, 61, 3405 or equivalent

Item Notes:      BID COST PER POUND Annual estimated usage is 120,000 lbs.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and Model bidding.	Maxwell Products, Inc. Elastoflex 61

Response Total:      \$55,200.00

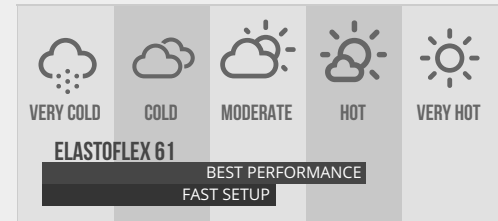
# MAXWELL PRODUCTS

## ELASTOFLEX 61

### DATA SHEET

MAXWELL PRODUCTS, INC.  
SALT LAKE CITY, UT  
800.266.2090

Elastoflex 61 is a hot applied, polymer modified crack and joint sealant for use with asphalt and concrete pavements. This product applies and sets up best in up to moderate temperatures, and is highly durable in very cold to hot climates. Elastoflex 61 is self leveling, quick melting and extremely flexible. Formulated with a low viscosity for maximum crack penetration, it is ideal for highways, county roads, municipal streets, airports and concrete joints. Elastoflex 61 delivers high performance at a moderate cost.



### SPECIFICATION

TEST METHOD:	RESULT:
CONE PENETRATION : 77°F (25°C), 150G, 5S : ASTM D5329	90 DMM MAX
SOFTENING POINT : ASTM D36	176°F (80°C) MIN
BOND : 1/2 IN (13MM), 3 CYCLES, 50% EXT, -20°F (-29°C) : ASTM D5329	PASS
RESILIENCE : 77°F (25°C) : ASTM D5329	60% MIN
ASPHALT COMPATIBILITY : 140°F (60°C), 72 HR : ASTM D5329	PASS

MEETS REQUIREMENTS OF: ASTM D6690 TYPE 2 (SUPERSEDES ASTM D3405) - AASHTO M324 TYPE 2 (SUPERSEDES AASHTO M301) - ASTM D6690 TYPE 3

### APPLICATION INSTRUCTIONS

Read and follow application instructions before use. This product must be heated using indirect heating methods, either a double boiler or hot oil circulating kettle. Equipment must have means of maintaining constant agitation to the material.

**Maximum safe heating temperature: 400°F (204°C).**

**Recommended application temperature: 380°F (193°C).**

### WARRANTY

Maxwell Products, Inc. warrants that our products will be free from defects in material or workmanship and will conform to our published specifications at the time of shipment. In the event our products fail to conform to our published specifications at the time of shipment, we will, at our expense and sole option, replace our defective product or give you a full or partial refund of the purchase price from Maxwell Products. Claims must be made within three (3) months of the date of purchase. MAXWELL PRODUCTS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Generated July 9, 2018.

Please visit <http://maxwellproducts.com> for the current version of this document.

# MAXWELL PRODUCTS

## SAFETY DATA SHEET

### ELASTOFLEX SEALANTS

**Manufacturer/Supplier:**

Maxwell Products, Inc.  
650 South Delong St.  
Salt Lake City, UT 84104  
Phone: 1.800.266.2090  
Fax: 1.801.972.5536  
www.maxwellproducts.com

**Emergency telephone number:**  
**Infotrac: 1-800-535-5053, 1-352-323-3500**

## 2. HAZARD(S) IDENTIFICATION

**▲ HAZARDS EXEMPT WHEN IN BONDED FORM OR WHEN IT CANNOT BE RELEASED DUE TO CUTTING, GRINDING, HEATING, ETC.**

**Classification of the substance or mixture:**

GHS08 Health hazard, Carc. 1B H350 May cause cancer,  
GHS07, Skin Irrit. 2 H315 Causes skin irritation, Eye Irrit. 2B H320  
Causes eye irritation.

**Signal word:** Danger

**Hazard-determining components of labeling:**

Asphalt  
Distillates (petroleum), solvent-refined heavy naphthenic  
Trade Secret(s)

**Hazard statements:**

Causes skin and eye irritation.  
May cause cancer.

**Precautionary statements:**

Do not handle until all safety precautions have been read and understood.  
Wear protective gloves/protective clothing/eye protection/face protection. (see section 8)  
Read application instructions before use.  
IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Specific treatment (see section 4).  
If skin irritation occurs: Get medical advice/attention.

If eye irritation persists: Get medical advice/attention.  
Dispose of contents/container in accordance with local/regional/national/international regulations

**Hazards not otherwise classified (HNOC):** None known.

**Classification system:****NFPA ratings (scale 0 - 4)****HMIS-ratings (scale 0 - 4)**

HEALTH	1	Health = 1
FIRE	1	Fire = 1
REACTIVITY	0	Reactivity = 0

## 3. COMPOSITION / INFORMATION ON INGREDIENTS

**▲ HAZARDS EXEMPT WHEN IN BONDED FORM OR WHEN IT CANNOT BE RELEASED DUE TO CUTTING, GRINDING, HEATING, ETC.**

**Chemical characterization:** Mixtures

**Description:** Mixture of the substances listed below with nonhazardous additions

**Dangerous components:**

8052-42-4	Asphalt - Flam liq. 3 H226, Carc. 2 H351, Skin Irrit. 2 H315, STOT SE 3 H335, Eye Irrit. 2B H320	25-75%
64741-96-4	Distillates (petroleum), solvent-refined heavy naphthenic - Carc. 1B H350	0-25%
	Trade Secret(s) - Carc. 2 H351, Acute Tox. 4 H302, Skin Irrit. 2 H315, STOT SE 3 H335, Eye Irrit. 2B H320, Carc. 1B H350	

**Additional information:**

Trade Secret(s) made in accordance with paragraph (i) of §1910.1200 of 29 CFR 1910.1200, the OSHA Hazard Communication Standard.

## 4. FIRST AID MEASURES

**After skin contact:** Immediately wash with water and soap and rinse thoroughly. Consult a doctor if needed.

**After inhalation:** If irritation occurs, remove to fresh air. Consult a doctor if needed.

**After eye contact:** Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor

**After swallowing:** Immediately consult a doctor

**Most important symptoms and effects, both acute and delayed:** No further relevant information available.

**Indication of any immediate medical attention and special treatment needed:** No further relevant information available.

## 5. FIRE-FIGHTING MEASURES

**Suitable extinguishing agents:** Use fire fighting measures that suit the environment.

**Special hazards arising from the substance or mixture:** No further relevant information available.

**Advice for firefighters:**

**Protective equipment:** As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear to prevent contact with skin and eyes.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures:** Not required.

**Environmental precautions:** Do not allow to enter sewers or ground water.

**Methods and material for containment and cleaning up:** Dispose of collected material according to regulations.

**Reference to other sections**

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

## 7. HANDLING & STORAGE

**Precautions for safe handling:** No special requirements.

**Storage:** No special requirements.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

**Components with occupational exposure limits:**

	8052-42-4 Asphalt
REL	Short-term value: C 5* mg/m <sup>3</sup> *15-min; See Pocket Guide App. A
TLV	Long-term value: 0.5* mg/m <sup>3</sup> *inh. fraction; as benzene-soluble aerosol; BEIp
	Trade Secret(s)
PEL	Long-term value: 20 mppcf ppm (containing <1% Quartz)
REL	Long-term value: 2* mg/m <sup>3</sup> *respirable dust
TLV	Long-term value: 2* mg/m <sup>3</sup> *as respirable fraction; E
STEL	Short-term value: 10 mg/m <sup>3</sup>
TWA	Short-term value: 10 mg/m <sup>3</sup>
PEL	Short-term value: 5 mg/m <sup>3</sup>
PEL	Long-term value: 15 mg/m <sup>3</sup>

**Ingredients with biological limit values:**

	8052-42-4 Asphalt
BEI	- urine end of shift at end of workweek 1-Hydroxypyrene with hydrolysis (non-quantitative)

**General protective and hygienic measures:**

Keep away from foodstuffs, beverages and feed.  
Wash hands before breaks and at the end of work.

**Breathing equipment:** Not required.

**Protection of hands:** Leather gloves suggested.

**Safety equipment required for application.**

Read and understand application instructions before use.

**Additional Information:** The lists that were valid during the creation of this SDS were used as basis.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Appearance:

Form: ..... Solid

Color: ..... Brown/Black

Odor: ..... Petrol Like

pH Value: ..... Not applicable

### Change in condition:

Melting point/melting range ..... 175°-250° F (79°-121° C)

Boiling point/boiling range: ..... 599° F (315° C)

Flash Point: ..... >430° F (>221° C)

Flammability (solid, gaseous): ..... Not determined

Ignition Temperature: ..... >700° F (>371° C)

Decomposition Temperature: ..... Not determined

Auto igniting: ..... Product is not self igniting

Danger of Explosion: ..... Product does not present an explosion hazard

### Explosion Limits:

Lower: ..... Not determined

Upper: ..... Not determined

Vapor Pressure: ..... Not applicable

Density @ 68° F (20° C): ..... Specific gravity 1.0 - 1.5

Relative Density: ..... Not determined

Vapor Density: ..... Not applicable

Evaporation Rate: ..... Not applicable

### Solubility in / Miscibility with:

water @ 68° F (20° C): ..... < 0.0001 g/l

Partition coefficient (n-octanol/water): ..... Not determined

### Viscosity:

Dynamic: ..... Not applicable

Kinematic: ..... Not applicable

## 10. STABILITY AND REACTIVITY

**Reactivity:** No relevant information available.

**Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.

**Possibility of hazardous reactions:** No dangerous reactions known.

**Conditions to avoid:** No further relevant information available.

**Incompatible materials:** No further relevant information available.

**Hazardous decomposition products:** No dangerous decomposition products known

## 11. TOXICOLOGICAL INFORMATION

### Acute toxicity:

**LD/LC50 values that are relevant for classification:** Trade Secret(s)

Oral	LD50	>5000 mg/kg (rat)
Dermal	LD50	>5000 mg/kg (rabbit)
Inhalative	LC50/4 H	>5 mg/l (rat)

### Primary irritant effect:

**On the skin:** Irritant to skin and mucous membranes. **On the eye:**

Irritating effect. Causes serious eye irritation.

**Additional toxicological information:** The product shows the following dangers according to internally approved calculation methods for preparations: Irritant, Carcinogenic

### IARC (International Agency for Research on Cancer

Group 1 - Carcinogenic to humans.

Group 2a - Probably carcinogenic to humans.

Group 2b - Possibly carcinogenic to humans.

Group 3 - Not classifiable as to its carcinogenicity to humans.

Group 4 - Probably not carcinogenic to humans.

8052-42-4	Asphalt	2b
	Trade Secret(s)	2a, 2b, 3

### NTP (National Toxicology Program):

None of the ingredients are listed.

### OSHA-Ca (Occupational Safety and Health Administration):

None of the ingredients are listed.

## 12. ECOLOGICAL INFORMATION

**Aquatic toxicity:** No further relevant information available.

**Persistence and degradability:** No further relevant information available.

**Bioaccumulative potential:** No further relevant information available

**Mobility in soil:** No further relevant information available.

**Additional ecological information:**

**General notes:**

- Water hazard class 3 (Self-assessment): extremely hazardous for water
- Do not allow product to reach ground water, water course or sewage system, even in small quantities.
- Danger to drinking water if even extremely small quantities leak into the ground.

**Results of PBT and vPvB assessment:**

**PBT:** Not applicable.

**vPvB:** Not applicable.

**Other adverse effects:** No further relevant information available

## 13. DISPOSAL CONSIDERATIONS

**Waste treatment methods:**

- Must not be disposed of together with household garbage.
- Do not allow product to reach sewage system.

**Uncleaned packagings:** Dispose according to official regulations

## 14. TRANSPORT INFORMATION

**UN-Number:**

**DOT, ADR, ADN, IMDG, IATA**.....Non-regulated Material

**UN proper shipping name DOT, ADR, ADN, IMDG, IATA**.....Non-regulated Material

**Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class**.....Non-regulated Material

**Packing group DOT, ADR, IMDG, IATA** .....Non-regulated Material

**Environmental hazards** ..... Not Applicable

**Special precautions for user** ..... Not Applicable

**Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code** ..... Not Applicable

**UN "Model Regulation":**.....Non-regulated Material

## 15. REGULATORY INFORMATION

**▲ HAZARDS EXEMPT WHEN IN BONDED FORM OR WHEN IT CANNOT BE RELEASED DUE TO CUTTING, GRINDING, HEATING, ETC.**

**Sara:**

**Section 355 (extremely hazardous substances):** None of the ingredients are listed.

**Section 313 (specific toxic chemical listings):** None of the ingredients are listed.

**TSCA (Toxic Substances Control Act):**

8052-42-4	Asphalt
64741-96-4	Distillates (petroleum), solvent-refined heavy naphthenic
	Trade Secret(s)

**Proposition 65:**

**Chemicals known to cause cancer:** None of the ingredients are listed.

**Chemicals known to cause reproductive toxicity for females:** None of the ingredients are listed.

**Chemicals known to cause reproductive toxicity for males:** None of the ingredients are listed.

**Chemicals known to cause developmental toxicity:** None of the ingredients are listed.

**Carcinogenic Categories:**

**EPA (Environmental Protection Agency):** None of the ingredients are listed.

**TLV (Threshold Limit Value established by ACGIH):**

8052-42-4	Asphalt	A4
	Trade Secret	A4



**NIOSH-Ca (National Institute for Occupational Safety and Health)**

8052-42-4	Asphalt
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**Signal word:** Danger**Hazard-determining components of labeling:**

Asphalt

Distillates (petroleum), solvent-refined heavy naphthenic

Trade Secret(s)

**Hazard statements:** Causes skin and eye irritation, May cause cancer.**Precautionary statements:**

Do not handle until all safety precautions have been read and understood.

Read application instructions before use.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

If skin irritation occurs: Get medical advice/attention.

If eye irritation persists: Get medical advice/attention.

IF ON SKIN: Wash with plenty of soap and water.

Dispose of contents/container in accordance with local/regional/national/international regulations.

**National regulations:** The product is subject to be classified according with the latest version of the regulations on hazardous substances.**State Right to Know:**

8052-42-4	Asphalt - Flam liq. 3 H226, Carc. 2 H351, Skin Irrit. 2 H315, STOT SE 3 H335, Eye Irrit. 2B H320	25-75%
64741-96-4	Distillates (petroleum), solvent-refined heavy naphthenic - Carc. 1B H350	0-25%
	Trade Secret(s) - Carc. 2 H351, Acute Tox. 4 H302, Skin Irrit. 2 H315, STOT SE 3 H335, Eye Irrit. 2B H320, Carc. 1B H350	

**Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.**16. OTHER INFORMATION**

This information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any other particular purpose.

**Date of preparation / last revision:** 07-21-2015 / 6**Abbreviations and acronyms:****ADR:** European Agreement concerning the International Carriage of Dangerous Goods by Road**ADN:** European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways**IMDG:** International Maritime Code for Dangerous Goods**DOT:** US Department of Transportation**IATA:** International Air Transport Association**ACGIH:** American Conference of Governmental Industrial Hygienists**EINECS:** European Inventory of Existing Commercial Chemical Substances**ELINCS:** European List of Notified Chemical Substances**CAS:** Chemical Abstracts Service (division of the American Chemical Society)**NFPA:** National Fire Protection Association (USA)**HMIS:** Hazardous Materials Identification System (USA)**LC50:** Lethal concentration, 50 percent**LD50:** Lethal dose, 50 percent**PBT:** Persistent, Bioaccumulative and Toxic**vPvB:** Very Persistent and Very Bioaccumulative**Flam. Liq. 3:** Flammable Liquids Hazard Category 3**Acute Tox. 4:** Acute toxicity, Hazard Category 4**Skin Irrit. 2:** Skin corrosion/irritation, Hazard Category 2**Eye Irrit. 2B:** Serious eye damage/irritation, Hazard Category 2B**Carc. 1B:** Carcinogenicity, Hazard Category 1B**Carc. 2:** Carcinogenicity, Hazard Category 2**STOT SE 3:** Specific target organ toxicity - Single exposure, Hazard Category 3



# Hot Applied Crack Sealants Application Instructions

## GENERAL

### Description:

Elastoflex Sealants are high quality, single component, hot applied joint and crack sealants formulated with the latest sealant technologies. These sealants are supplied in a solid state and are self-leveling at application temperatures. When properly applied according to the manufacturer's recommendations, the in-place sealant forms a resilient and adhesive bond that seals joints and cracks against the intrusion of water and foreign materials reducing pavement and sub-base deterioration.

### Melting:

The sealant shall be melted using either a jacketed double boiler type melting unit with heat transfer oil, or a controlled flow heat transfer oil circulating system type melter. Do not melt these sealants in a direct-fired melting unit. The melter must be equipped with an agitator. The sealant shall be agitated as soon as possible during the melting process and continuously during the pouring process including travel time to and from the jobsite. **CAUTION: The agitator should be stopped when loading blocks of sealant into the melter to avoid splashing hot sealant on the operator.**

### Application Temperatures:

See Individual Data Sheet for Each Product.

### Pavement Temperatures:

At the time of placing sealant, the pavement temperature should be a minimum of 40° F. Application at lower temperatures may result in less adhesion due to the possible presence of excess moisture. If the surface temperature is less than 40° F, and the sealant must be applied (asphalt pavements only), a heat lance or other appropriate means can be used to warm and dry the asphalt crack. If it is necessary to apply the sealant at lower than 40° F, care should be taken to insure the cracks are clean and dry and that the necessary adhesion is obtained.

## CRACK PREPARATION

### Asphalt:

Cracks should be opened to a minimum width of 3/8 inch, which is necessary to provide an adequate reservoir for the sealant, allowing for expansion and contraction of the surface and crack. A variety of equipment including routers, random crack saws, and power brushes can be used to open up and clean cracks. Care should be taken to insure that bonding surfaces are free from oil, dirt, dust, moisture and any other contaminants that would inhibit good bonding of the sealant to the asphalt. All weeds should be removed and cracks sterilized, if necessary, to prevent weed growth through the sealant. The above specifications should be viewed as a guideline and may be modified according to specific project specifications.

In areas that do not have a build-up of oil, dirt or other residue, preparation may be accomplished by using high-powered, oil-free compressed air or a heat lance. When using a heat lance, care should be taken that the asphalt is not overheated, causing a separation of the asphalt and aggregate.

### Concrete:

Concrete joints shall be sawn, sandblasted or water blasted on each side of the bonding surface to remove all foreign material and moisture. On old construction, all of the old joint sealant should be removed by sawing, plowing or other means acceptable to the project engineer. The joints and cracks must be free of water, dust, residue and any other contamination.

A closed cell, non-absorbing, heat resistant bond breaker, at least 1/8 inch larger in diameter than the joint width shall be installed. The bond breaker should be placed such that a recess of at least 1/8 inch shall exist below the surface of the concrete after installation of the sealant or as specified by the joint design. Oil-free compressed air shall be used to clean the joint immediately prior to sealant installation.



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## SAFETY PRECAUTIONS

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**The following safety precautions should be taken to prevent injury when working with hot pour sealants.**

1. Always wear gloves with wristlets and proper clothing that will cover arms and legs.
2. Wear safety glasses or goggles to protect the eyes.
3. Only use hoses approved for hot applied crack sealing. Inspect hoses regularly for wear or cuts and replace any damaged or worn hoses immediately.
4. Take care when loading the melter. Turn off the agitation and only introduce blocks into the melter in a manner that will prevent splashing of the sealant onto the operator.
5. Take care to avoid breathing the sealant fumes.
6. Use proper traffic control procedures to provide adequate safety from moving vehicle traffic when crack sealing on roads and highways.
7. Use measures meeting or exceeding local regulatory requirements to prevent pedestrian or other traffic from gaining access to the work area while sealant is still in the uncured or molten state.
8. If compressed air is used to clean out lines in kettles after sealing is finished, take care to secure melter lids and hoses so molten material is not sprayed or splashed on personnel. Carefully follow the melter manufacturer's clean out procedures.

## **HANDLING OF MATERIALS**

Care should be taken when placing blocks of sealant into the kettle to make sure hot melted sealant from inside the kettle does not splash on the operator.

## **POT LIFE OF SEALANT**

These sealants have been developed using the latest technology allowing an extended pot life at application temperature. When the sealant is being drawn out of the kettle during the application process, care should be taken to maintain the pouring temperature especially when adding new sealant to the kettle. The sealant may be reheated after initial heat-up if new blocks of sealant are added during the heat-up process.

If sealant has been overheated or exceeded the pot life it will get stringy and begin to gel. At this point the material should be removed from the melter and discarded.

## **EQUIPMENT CLEAN UP**

Follow the melter manufacturer's guidelines for properly cleaning your equipment after each use of the machine, making sure all flames are extinguished before starting the clean up procedure. The sealant can be cleaned from equipment with petroleum-based or citrus-based solvents. Caution should be taken that the solvent does not contaminate the sealant. Solvents must be disposed of in accordance with federal, state, and local laws and guidelines.

## **STORAGE OF SEALANT**

Elastoflex sealants are shipped with a weatherproof wrapping; the top cover is treated to prevent deterioration of the plastic from ultraviolet light. Pallets should be kept wrapped until used and should not be left in the sun for long periods of time after the wrapping has been removed, as some boxes will have a tendency to fall off the pallets when they get soft in the sun. If pallets are to be stored for a period of time greater than six months, they should be covered with a tarp to protect the plastic from sunlight.

*For more information please contact Maxwell Products.*

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