



CONTRACT RENEWAL

#4493-18-DH

Date: March 12, 2018

Supplier: CrafcO, Inc.

Project: 3rd Year Contract Renewal for Crackfill Material – City Only

Congratulations, you have been awarded the 3rd year renewal option for contract #4493-18-DH Crackfill Material – City Only, dated March 12, 2018.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 19,2015 for Solicitation No. IFB-3979-15-DH for Crackfill Material – City Only Deery 115 Crackfill Product for a unit price per lbs. of **\$0.441**. This renewal shall cover the entire 2018 calendar year.

Upon receipt of the fully signed contract renewal, please notify Dan Thorne, Operations and Maintenance Supervisor at 970-244-1571 for product ordering, and return to the Purchasing Division your current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr., Senior Buyer - City of Grand Junction

9E789E7D50F44BC

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: CrafcO Inc.

By:

DocuSigned by:

Bryan Darling - CrafcO, Inc.

Bryan Darling - CrafcO, Inc.

Title:

Western Regional Sales Manager

Date:

3/12/2018 | 16:41 MDT



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this 19th day of February, 2015 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Crafco, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Crackfill Material 2015 IFB-3979-15-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Solicitation Documents for the Project; **Crackfill Material 2015**;
- Contractor's Bid Response
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction/Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf, and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in four counterparts.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

By: 
Duane Hoff Jr., Senior Buyer

2/20/15
Date

ATTEST:


By: 
Name & Title: Anna Pietro, Sr. Administrative Assistant

Crafco, Inc.

By: 
Name & Title
N. Thomas Kelly
V.P. an National Sales Manager
Highway Products

February 19, 2015
Date

ATTEST:

By: 
Title: Eastern Region Sales Admin.





Purchasing Division

CONTRACT AMENDMENT NO. 1

DATE: March 26, 2015
FROM: City of Grand Junction Purchasing Division
TO: CrafcO, Inc.
RE: Contract Amendment for Crackfill Material 2015 IFB-3979-15-DH

The above referenced contract shall be clarified, modified, superseded and supplemented as to this date as hereinafter described.

As an error in the original contract specification was discovered, the originally approved Deery 103 Crackfill Product shall no longer be acceptable for this contract. The contractor has agreed to provide Deery 115 Crackfill Product as the now approved material, at the same unit pricing as in the original contract. Contractor has also agreed to accept the return of the Deery 103 Crackfill Material for \$0.02 per lb to cover shipping costs, with no additional charges for return being applied.

The original contract for the project noted above is amended as noted.

All other conditions remain the same.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

By: [Signature]
Duane Hoff Jr., Senior Buyer

4/1/15
Date

ATTEST:
By: [Signature]
Name & Title: Administrative Assistant

CrafcO, Inc.
By: [Signature]
Name & Title: Bryan Darling
Western Regional Sales Manager

3-30-15
Date

ATTEST:
By: [Signature]
Name & Title: Lois Meyer
Customer Service Supervisor



[Signature]
March 30, 2015



**Purchase Order
No. 2015-00020159**

DATE 03/04/2015

Ship To City of Grand Junction
333 West Ave.
Building A
GRAND JUNCTION, CO 81501

Bill To City of Grand Junction
333 West Ave.
Building A
GRAND JUNCTION, CO 81501

Ph. (970) 244-1545

Fax (970) 256-4022

Vendor **VENDOR NO. 6807**
Crafco, Inc.
Dept #2279
PO Box 11407
Birmingham, AL 35246-2279

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY
FREIGHT TERMS FOB Dest, Frght Prepaid Allow
Buyer Name: Duane G. Hoff
Buyer Email: duaneh@ci.grandjct.co.us

Reference Contract Documents for IFB-3979-15-DH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
100,000.0000	Pound	ASPHALT AND EMULSIONS - CRACKFILL TAR BLOCKS - SPRING	0.4410	\$44,100.00
100,000.0000	Pound	ASPHALT AND EMULSIONS - CRACKFILL TAR BLOCKS - Fall	0.4410	\$44,100.00
PURCHASE ORDER TOTAL				\$88,200.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544
Requestor: Dan Thorne. Invoices to be processed by Streets Division.

By: 



Purchasing Division

Invitation for Bid

IFB-3979-15-DH
Crackfill Material 2015

Responses Due:

January 29, 2015 prior to 3:00pm

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System

<https://www.rockymountainbidsystem.com/default.asp>

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

Phone (970) 244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX OR E-MAIL IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

Crackfill Material 2014

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Bid Form
	Price Proposal/Bid Schedule Form

1. Instructions to Bidders

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to purchase and deliver crackfill materials for the City of Grand Junction. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- 1.2. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. Delivery of Bids:** **Each bid response shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>).** This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Bidder as such will be treated as confidential by the City of Grand Junction (City)/ Mesa County (County) to the extent allowable in the Open Records Act.
- 1.4. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.5. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.6. Contract Documents:** The complete IFB and bidder’s response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, http://www.gjcity.org/Purchasing_Information.aspx.
- 1.7. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.

- 1.8. Questions Regarding Specifications:** Any information relative to interpretation of specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.9. Addenda & Interpretations:** Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at http://www.gjcity.org/Purchasing_Information.aspx and/or BidNet at www.rockymountainbidsystem.com. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner employees, unless such clarification or change is provided in written addendum form from the City Purchasing Representative. Receipt of Addenda shall be acknowledged by initialing the Bid Form in the designated place.
- 1.10. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.11. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.12. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.13. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2. General Contract Conditions for Construction Projects

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The

contract may be amended or modified with Change Orders, Field Orders, or Addendums.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the purchase of the specified product/material as defined in the specifications contained herein.
- 2.3. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative.
- 2.4. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study the Specifications, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions.
- 2.5. Warranty:** The Contractor warrants to the Owner that all product/materials furnished under this contract will be new unless otherwise specified, be of good quality, free from faults and defects and in conformance with the Contract Documents. All product/materials not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of product/materials. If within ten (10) days after written notice to the Contractor requesting such replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such replacements. All indirect and direct costs of such correction or replacement shall be at the Contractor's expense.
- 2.6. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution of the purchase and delivery. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the purchase and delivery. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any purchase and delivery knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.7. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all

sub-contractors, their agents and employees, and all other persons providing any of the product/materials under a contract with the Contractor.

2.8. Insurance Requirements: The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b) and (c) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.9. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.10. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.19. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.

- 2.21. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.22. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.23. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this IFB.
- 2.24. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.25. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.25.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.25.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.25.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.26. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.27. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.28. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.29. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.30. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.31. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.32. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.33. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.34. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.35. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of

patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- 2.36. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.37. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims

it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.42.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

3. Specifications and Special Conditions & Provisions

- 3.1. General:** The City of Grand Junction and/or Mesa County is accepting competitive pricing, from qualified and interested companies, to supply **crackfill material that meet the specifications listed in Section 3 “Specifications and Special Conditions”**.

It is estimated that 200,000 lbs. to be purchased for the City of Grand Junction’s Crackfill Program. Delivery costs of the product to the City of Grand Junction must be included in the bid price.

- 3.2. Specifications:** Bidder shall provide pricing for purchase and delivery of an estimated quantity of 200,000 lbs of Brand Name or Approved Equal to Nuvo 500 crackfill material. (See Attached Spec Sheet).
It is anticipated that the City will make two separate orders for this product (one for spring and one for fall). Bidder shall guarantee and hold pricing for any and all orders throughout the 2015 calendar year.

NOTE: This purchase does not include mastic materials.

This specification is intended to describe a premixed, hot applied, polymer rubberized crackfill material that does not contain any vulcanized or reclaimed rubber, with the maximum weight per gallon not to exceed 10 pounds.

The requested material shall be designed for application (heating and/or reheating) by the use of any agitator type heated kettle with a melting temperature not to exceed 400° Fahrenheit. The material must also be capable of being applied to cracks through the use of a pressurized wand.

Acceptable Workability: Per the attached spec sheet, the product bid is required, at a minimum to comply with the following conditions:

- (1. Penetration of any and all 1/4" or wider cracks over the entire application range of the material.
- (2. Requested material must contain ingredients or possess properties that will prevent it from being pulled loose or tracked by normal vehicle traffic within 30 minutes of application, at ambient temperatures of 85° or greater.
- (3. Each block of sealant shall be in a PolySkin Inclusive type packaging, per attached spec sheet, that shall when melted become part of the sealant. Each block shall have printed onto the block the manufacturer's name, product name, part number and production lot or batch number. Each pallet shall have an affixed weatherproof enclosure containing a copy of the manufacturers recommended application instructions.
- (4. Material shall be pliable enough over a wide range of conditions to allow placement of material at below freezing temperatures.
- (5. All material provided shall be accompanied with a "Certificate of Compliance" that lists the lot number on the Certificate of Compliance.

Products submitted must meet the following minimum technical specifications:

-Cone penetration @ 77° F (25°C)	90 mm maximum
-Flow @ 140° F (60°C)	5.0 mm maximum
-Softening point	176° F (80°C) minimum
-Resilience	40% minimum.
-Bond, 0°F (-18°C), 50% extension	Pass 5 cycles
-Recommended pour temp	380-400° F

3.3. Owner's Project Manager:

The Project Manager and Technical Specialist, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Contractor. The Project Manager and Technical Specialist shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

3.4. Special Conditions & Provisions:

3.4.1 Materials Specifications Sheet: Bidders shall supply materials specifications sheets and MSDS (Material Safety Data Sheets) for all products proposed for bid, with their bid submittals.

3.4.2 Testing of Materials: Prior to award of contract, the Owner reserves the right to require material testing by an independent laboratory at the expense of the vendor. The Owner will choose the testing laboratory.

3.4.3 Delivery Schedule: All shipments shall be received no later than 30 days after Notice of Award is issued.

3.4.4 Delivery Location: All materials shall be delivered to the Municipal Services Campus, 333 West Avenue, Grand Junction, CO 81501. ****Please call before delivery to verify proper location of material drop. **** Dan Thorne 970-244-1571.

3.4.5 Price: Pricing shall be all inclusive, to include, but not be limited to: labor, materials, shipping/freight, etc.

All prices shall be "F.O.B. Destination Freight Pre-Paid and Allowed". The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.4.6 Estimated Quantities: The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.

3.4.7 Minimum Order Quantities: The bidder shall not establish a minimum order quantity for items under contract.

3.4.8 CONTRACT PERIOD: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the Owner for any contractual commitment in excess of the original contract period which is May 8, 2014 to December 31, 2014.

3.4.9 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications

by or from any person, shall be used or construed as an amendment or modification to the contract.

3.4.10 Optional Years: The Owner with the mutual agreement from the supplier shall have three (3) additional, one year renewal options to extend the contract based upon satisfactory performance and price stability. If the option for the renewal is exercised by the Owner, the Owner and the vendor may negotiate terms, conditions, and price. Orders placed for the option years are dependent upon the availability and actual appropriations of funds for that year.

3.4.11 Packing Slips or Delivery Tickets: All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The purchase order number
- The name of the article and stock number
- The quantity ordered
- The quantity shipped
- The quantity back ordered
- The name of the vendor(s)

3.4.12 Brand Name or Equal: Whenever in this bid invitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal". Proof satisfactory to the Owner must be provided by Bidder to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements.

The Owner has determined that the brand name, model name/numbers meets the specifications as stated in the solicitation documents. These manufacturer's references are not intended to be restrictive but descriptive of the type and quality the Owner desires to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The Owner reserves the right to determine products of equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.

3.5. IFB Tentative Time Schedule:

- | | |
|---|-------------------|
| • Invitation for Bids available | January 19, 2015 |
| • Inquiry deadline, no questions after this date | January 23, 2015 |
| • Addendum Posted | January 26, 2015 |
| • Submittal deadline for proposals | January 29, 2015 |
| • City Council or Board of Commissioners Approval | February 18, 2015 |
| • Contract execution (unless Council approval required) | February 19, 2015 |

3.6. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-3979-15-DH "Crackfill Material 2015"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone_____ **Address**_____

City_____ **State**_____ **Zip**_____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

PRICE BID SCHEDULE: IFB-3979-15-DH Crackfill Material 2015

Item	Unit	Description	Unit Price Per LBS.	Total Price Unit Price x 200,000 LBS.
1.	LBS.	An Estimated 200,000 lbs of Crackfill Material. Delivered per specifications, terms and conditions.		

Total Lump Sum Price Written:

Item 1: _____

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

**Authorized
Signature:** _____

Title: _____



Purchasing Division

CONTRACT AMENDMENT NO. 1

DATE: March 26, 2015
FROM: City of Grand Junction Purchasing Division
TO: CrafcO, Inc.
RE: Contract Amendment for Crackfill Material 2015 IFB-3979-15-DH

The above referenced contract shall be clarified, modified, superseded and supplemented as to this date as hereinafter described.

As an error in the original contract specification was discovered, the originally approved Deery 103 Crackfill Product shall no longer be acceptable for this contract. The contractor has agreed to provide Deery 115 Crackfill Product as the now approved material, at the same unit pricing as in the original contract. Contractor has also agreed to accept the return of the Deery 103 Crackfill Material for \$0.02 per lb to cover shipping costs, with no additional charges for return being applied.

The original contract for the project noted above is amended as noted.

All other conditions remain the same.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

By: _____
Duane Hoff Jr., Senior Buyer Date

ATTEST:

By: _____
Name & Title

CrafcO, Inc.

By: _____
Name & Title Date

ATTEST:

By: _____
Name & Title

4. Contractor's Bid Form

Bid Date: January 29, 2015

Project: IFB-3979-15-DH "Crackfill Material 2015"

Bidding Company: Crafco, Inc

Name of Authorized Agent: Jim Chehovits

Email bryan.darling@crafco.com / angie.hoaglin@crafco.com

Telephone 602-276-0406 **Address** 420 N. Roosevelt Ave.

City Chandler **State** AZ **Zip** 85226

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

PRICE BID SCHEDULE: IFB-3979-15-DH Crackfill Material 2015

Item	Unit	Description	Unit Price Per LBS.	Total Price Unit Price x 200,000 LBS.
1.	LBS.	An Estimated 200,000 lbs of Crackfill Material. Delivered per specifications, terms and conditions.	\$.441 fourty four one	\$88,200.00 eighty eight thousand two hundre

Total Lump Sum Price Written:

Item 1: Deery 103 Plexi Melt

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Crafco, Inc.

Authorized Signature: 

Title: Vice President Operations



**CERTIFICATE OF COMPLIANCE
DEERY 103 SEALANT
Part Number 80103**

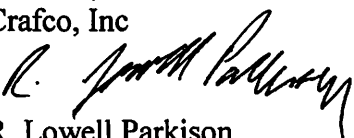
Lot #: 19071
Date: January 21, 2015

The DEERY 103 supplied is certified to meet all requirements of ASTM D6690, Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D1190), AASHTO M324 Type I (formerly AASHTO M173), and Federal Specification SS-S-164 as well as product specification listed in the Table in Section 3.2 of City of Grand Junction Bid IFB-3979-DH.

<u>TEST PARAMETER</u>	<u>SPECIFICATION LIMITS</u>
Safe Heating Temperature	400°F
Recommended Pour Temperature	380 - 400°F
Cone Penetration, 77°F (25°C)	90 maximum
Flow, 140°F (60°C)	5 mm maximum
Softening Point	176°F (80°C) minimum
Resilience	40% minimum
Bond, 0°F (-18°C), 50% extension	Pass 5 cycles

DEERY 103 will be packaged in an inclusive type packaging that when melted will become part of the sealant. Each block will have the manufacturer's name, product name, part number and lot number. Each pallet shall have a fixed waterproof enclosure containing a copy of the application instructions.

Sincerely,
Crafco, Inc



R. Lowell Parkison
Sealant Technical Director



DESCRIPTION DEERY 103 is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, premium rubber, and other modifiers. The sealant contains no solvent, is pre-reacted and conforms to the requirements of ASTM D6690 Type I, ASTM D1190, AASHTO M324 Type I, AASHTO M173 and Federal Specification SS-S-164. Material is tested for low temperature performance at 0°F (-18°C) using 50% extension. VOC=0 g/l. Previously labeled as CMC #103

USE DEERY 103 is a moderate viscosity pavement preservation sealant intended for highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where a free flowing material is desirable. Properly installed, DEERY 103 is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing moderate high and low pavement temperatures.

HEATING Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at the Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material.

APPLICATION DEERY 103 is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place material into clean, dry crack or prepared reservoir by means of a hand-held pour pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance.

PROPERTIES of DEERY 103

When sampled and heated to maximum heating temperature in accordance with ASTM D5167

<u>EST</u>	<u>METHOD</u>	<u>SPECIFICATION</u>
Cone Penetration @ 77°F (25°C)	ASTM D5329	90 dmm maximum
Flow @ 140°F (60°C)	ASTM D5329	5.0 mm maximum
Softening Point	ASTM D5329	176°F (80°C) minimum
Bond @ 0°F (-18°C), 50% ext., 25.4 mm sample	ASTM D5329	2 blocks, pass 5 cycles
Asphalt Compatibility	ASTM D5329	Pass
Recommended Application Temperature	ASTM D5167	380-400°F (193-204°C)*
Maximum Heating Temperature	ASTM D6690	400°F (204°C)

*Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.
 *Prolonged heating at or above Recommended Application Temperature may severely damage product.

PACKAGING Material is packaged in cardboard boxes sized to accommodate a maximum of 40 lb (18.0 kg). Material contained in each box is wrapped in a quick melt liner which is dissolved and incorporated into the melted product. Standard packaging is 30 lb (13.6 kg) per box, palletized 75 boxes per pallet with an approximate net weight of 2,250 lb (1,021.0 kg). Pallets are moisture protected with a plastic wrapping and bound with a minimum of two layers of UV resistant stretch wrap.

FOR ADDITIONAL INFORMATION
Call: 1-800-227-4059 toll free
Email: info@deeryamerican.com
Web: www.deeryamerican.com

PERFORMANCE Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

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



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
www.crafco.com

1. Identification

Product identifier	Deery Hot Applied Sealants
Other means of identification	Not available.
Synonym(s)	101, 101ELT, 101ELTCH, 101KS, 101MI, 102, 102GL, 102GL-18B, 102P, 102PL, 103, 103-25, 103-25103GL, 103GLCA, 103GLCH, 103GLWY, 103P, 110, 115, 115AR, 115UT, 180, 180CA, 180NE, 200, 200CA, 200MC, 210, 220, 220CA, 6690-III, 974, 974D, 3723, 3723CH, 5078, 5078-GA-M, 5078PMAR, 5078CO, 5078TXA, 5078TXB, Type 3 Asphalt, PLS, PRO-PL, PLF 210, Modified AC & Fiber, Asphalt & Fiber, Cold Joint Adhesive, Loop Sealant LW, Loop Sealant P650, PLS, SAMA, SUPER STRETCH, Pro PL, Sunflex, Membrane #6, Asphalt Cement
Recommended use	Pavement Crack and Joint Sealing and Preservation
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Manufacturer:	Crafco, Inc.
Address:	420 Roosevelt Avenue Chandler, AZ 85226 USA
Contact Name:	Jim Chehovits
Telephone:	1-800-227-4059
E-mail:	jim.chehovits@crafco.com
CHEMTREC:	800-424-9300

2. Hazard(s) identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.

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

Label elements

Hazard symbol	None.
Signal word	None.
Hazard statement	Not applicable.
Prevention	Wear suitable eye/face protection.
Response	Specific treatment see Section 4 of this SDS.
Storage	Not available.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
ASPHALT		8052-42-4	20 - 100
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC		64742-52-5	0 - 40
Other components below reportable levels			0 - 75

4. First-aid measures

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

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Addition of water or foam to the fire may cause frothing.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire.
Specific hazards arising from the chemical	Fire may produce irritating, corrosive and/or toxic gases. Development of hazardous combustion gases or vapours possible in the event of a fire. The following may develop: Acrolein.
Special protective equipment and precautions for firefighters	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Firefighters should wear full protective clothing including self contained breathing apparatus. Structural firefighters protective clothing will only provide limited protection.
Fire-fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. In the event of fire, cool tanks with water spray. By fire, toxic gases may be formed (CO _x , NO _x). Keep run-off water out of sewers and water sources. Dike for water control.
Specific methods	In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray. Use water spray to cool unopened containers.

6. Accidental release measures

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

7. Handling and storage

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

8. Exposure controls/personal protection

Occupational exposure limits

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

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

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	TWA	0.5 mg/m ³	Inhalable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4) DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	Ceiling	5 mg/m ³	Fume.
	STEL	10 mg/m ³	Mist.
	TWA	5 mg/m ³	Mist.

Biological limit values

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

Appropriate engineering controls

Provide adequate ventilation, including appropriate local extraction, to ensure that the defined occupational exposure limit is not exceeded.

Individual protection measures, such as personal protective equipment

Eye/face protection

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

Hand protection

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

Other

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

Skin protection

Respiratory protection

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

Thermal hazards

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

General hygiene considerations

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

9. Physical and chemical properties

Appearance

Solid.

Physical state

Solid.

Form

Solid.

Color

Black. Dark brown

Odor

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

Odor threshold

Not available.

pH

Not available.

Melting point/freezing point

150 - 250 °F (65.56 - 121.11 °C) ASTM D36 Softening Point

Initial boiling point and boiling range

> 800 °F (> 426.67 °C)

Flash point

> 400.0 °F (> 204.4 °C)

Evaporation rate

Not available.

Flammability (solid, gas)

Not available.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	> 700 °F (> 371.11 °C)
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	Not Available
Flammability class	Combustible IIIB estimated
Percent volatile	0 %
Specific gravity	1 - 1.9

10. Stability and reactivity

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

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause discomfort if swallowed. However, ingestion is not likely to be a primary route of occupational exposure.
Inhalation	May cause irritation to the respiratory system.
Skin contact	Irritating to skin.
Eye contact	Causes eye irritation. Molten material will produce thermal burns.
Symptoms related to the physical, chemical and toxicological characteristics	Not available.

Information on toxicological effects

Acute toxicity	Not available.
Skin corrosion/irritation	Defats the skin. Causes irritation.
Serious eye damage/eye irritation	Irritating to eyes.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	Irritating to skin.

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

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

IARC Monographs. Overall Evaluation of Carcinogenicity

ASPHALT (CAS 8052-42-4) 2B Possibly carcinogenic to humans.

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

Not listed.

Reproductive toxicity Contains no ingredient listed as toxic to reproduction

Specific target organ toxicity - single exposure	Not available.
Specific target organ toxicity - repeated exposure	Not available.
Aspiration hazard	Not available.
Chronic effects	Prolonged inhalation may be harmful. May cause eczema-like skin disorders (dermatitis).

12. Ecological information

Ecotoxicity	This product has no known eco-toxicological effects. Not expected to be harmful to aquatic organisms.
Persistence and degradability	Not available.
Bioaccumulative potential	Not available.
Mobility in soil	Not available.
Other adverse effects	Not available.

13. Disposal considerations

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

14. Transport information

DOT	Not regulated as dangerous goods.
IATA	Not regulated as dangerous goods.
IMDG	Not regulated as dangerous goods.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.
Further information	If the product is shipped at ambient temperature, not regulated for transport by ground, air or vessel. If shipped above 212 deg F: "UN3257, Elevated Temperature Liquid, n.o.s. (Asphalt mixture), 9, PG III"

15. Regulatory information

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

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

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

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 - No
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

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

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations

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

US. Massachusetts RTK - Substance List

ASPHALT (CAS 8052-42-4)

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)

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

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

ASPHALT (CAS 8052-42-4)

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

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

ASPHALT (CAS 8052-42-4)

Listed: January 1, 1990

International Inventories

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

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

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

Issue date	01-07-2014
Revision date	09-18-2014
Version #	02
Further information	HMIS® is a registered trade and service mark of the NPCA.

References

ACGIH
EPA: AQUIRE database
NLM: Hazardous Substances Data Base
US. IARC Monographs on Occupational Exposures to Chemical Agents
Korea. Accidental Release Prevention Substances (Presidential Decree of Toxic Chemical Control Law, Executive Order No. 19203)
Korea. Dangerous Substances Threshold Quantity (Presidential Decree of Dangerous Substances Safety Management Act No. 18406, Schedule 1)
Korea. Harmful Substances Prohibited from Manufacturing (Presidential Decree on the Industrial Safety and Health Act (No. 13053), Article 29)
Korea. Harmful Substances Requiring Permission for Manufacture or Use (Presidential Decree on the Industrial Safety and Health Act (No. 13053), Article 30)
Korea. Non-Toxic Chemicals List (National Institute of Environment Research (NIER) Public Notice No. 1997-10, as amended)
Korea. Observational Chemicals (Ministerial Decree of TCCL Article 6)
Korea. OELs. Regulation for Permitted Concentration of Hazardous Substances (Ministry of Labor (MOL) Public Notice No. 1986-45, as amended)
Korea. Prohibited Chemical Substances (TCCL Article 11)
Korea. Regulated volatile organic compounds (VOCs) (MOE Notice No. 2001-36, March 8, 2001, as amended)
Korea. Restricted Chemical Substances (TCCL Article 11)
Korea. Toxic Chemical Control Law (TCCL), Existing Chemicals Inventory (KECI)
Korea. Toxic Chemical Control Law (TCCL), pre-1997 List
Korea. Toxic Chemicals (TCCL Article 10)
Korea. Toxic Release Inventory (TRI) Chemicals (TCCL Article 14)
Taiwan. Dangerous Materials (Rules on Hazard Communication of Dangerous Materials and Toxic Materials)
Taiwan. Industrial Precursor Chemicals (Categories and Regulations Governing Inspection and Declaration of Industrial Precursor Chemicals, MOEA Decree No. 87, as amended)
Taiwan. OELs. (Standards on Workplace Atmosphere of Dangerous and Hazardous Materials)
Taiwan. Toxic Chemical Substances (TCS) (List of Toxic Chemical Substances announced by the Environmental Protection Administration)
Taiwan. Toxic Materials (Rules on Hazard Communication of Dangerous Materials and Toxic Materials)
HSDB® - Hazardous Substances Data Bank
JIS Z 7250: 2005 Safety data sheet for chemical products-Part 1:Content and order of sections
JCIA GHS Guideline, October 2008
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices
Japan Society for Occupational Health, Recommendation of Occupational Exposure Limits

Disclaimer

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

Revision Information

Hazard(s) identification: GHS Symbols
Composition/information on ingredients: Composition comments
GHS: Classification

MELTABLE PACKAGING



DEERY BRAND PLEXI-melt[®] MELTABLE PACKAGING

Crafco PLEXI-melt packaging is an exciting new development for boxless, consumable packaging of hot-applied pavement crack and joint sealing products. The package consists of the extremely strong and durable yet quick melting PLEXI-melt wrap, which contains and protects the sealant material. The PLEXI-melt package is the lightest weight, most sustainable sealant package available, weighing only 3 ounces, which is less than 1% of product weight.

PLEXI-melt package, products are much easier to handle and melt much faster than with conventional sealant block configurations. The PLEXI-melt packages and pallets of product are both weather and water resistant.

PACKAGING DETAILS

- Package weight 25 lbs ea.
- 80 packages per pallet
- Pallet weight 2000 lbs net



Manufacturer & Distributor of Pavement Preservation Products for Concrete and Asphalt

www.deeryamerican.com
800-227-4059

Crafco, Inc., 420 N. Roosevelt Ave., Chandler, Arizona 85226, USA • Phone 602-276-0406 • Fax: 480-961-0513



CONTRACT RENEWAL

#4142-15-DH

Date: November 13, 2016

Supplier: CrafcO, Inc.

Project: 1st Year Contract Renewal for Crackfill Material – City Only

Congratulations, you have been awarded the 1st year renewal option for contract #4142-15-DH Crackfill Material – City Only, dated November 13, 2015.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 19,2015 for Solicitation No. IFB-3979-15-DH for Crackfill Material – City Only Deery 115 Crackfill Productfor a unit price per lbs. of **\$0.441**. This renewal shall cover the entire 2016 calendar year.

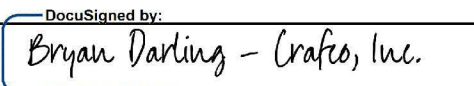
Upon receipt of the fully signed contract renewal, please notify Dan Thorne, Operations and Maintenance Supervisor at 970-244-1571 for product ordering, and return to the Purchasing Division your current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO


0F780E7D68F14BC...
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: CrafcO Inc.
By: 
Title: western Regional Sales Manager
Date: 11/13/2015 | 09:42 MT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Poydras Street, Suite 4125 neworleans.certrequest@marsh.com New Orleans, LA 70139	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL _____ ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
Ergon -Stand-All-15-16 INSURED Crafco, Inc. P.O. Box 1639 Jackson, MS 39215-1639	INSURER A : Zurich American Insurance Co NAIC # 16535	
	INSURER B : American Zurich Insurance Co. 40142	
	INSURER C : N/A N/A	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-002522386-07 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO 9300739-14	08/01/2015	07/01/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 2917435-17	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 2917165-17	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured with respects to General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER City of Grand Junction 250 N 5th Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Philip McCann
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CONTRACT RENEWAL

#4319-16-DH

Date: December 19, 2016

Supplier: CrafcO, Inc.

Project: 2nd Year Contract Renewal for Crackfill Material – City Only

Congratulations, you have been awarded the 2nd year renewal option for contract #4319-16-DH Crackfill Material – City Only, dated December 19, 2016.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 19,2015 for Solicitation No. IFB-3979-15-DH for Crackfill Material – City Only Deery 115 Crackfill Product for a unit price per lbs. of **\$0.441**. This renewal shall cover the entire 2017 calendar year.

Upon receipt of the fully signed contract renewal, please notify Dan Thorne, Operations and Maintenance Supervisor at 970-244-1571 for product ordering, and return to the Purchasing Division your current Proof of Insurance Certificate.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff

0F789E7D50F149C...

Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: CrafcO Inc.

By: Bryan Darling - CrafcO, Inc.

DocuSigned by:
Bryan Darling - CrafcO, Inc.

B66261D078A340E...

Title: western regional Sales Manager

Date: 12/19/2016 | 15:27 MST