1. Background

1.1. Notice

1.1.1. Independence School District (the “District”) seeks a contractor (“Contractor”) to perform district flooring repairs/replacement. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District office by 11:00 a.m. on February 17, 2017. All information necessary for the submittal is contained in this RFP.

1.2. RFP Schedule

1.2.1. Issue RFP: February 3, 2017

1.2.2. Deadline to schedule inspection of property: March 16, 2017, 8:00 a.m.

1.2.3. Deadline to submit written questions: March 10, 2017, 4:00 p.m.

1.2.4. Deadline to submit proposals: February 17, 2017, 11:00 a.m.

1.2.5. Vendor selection date: March 14, 2017, 6:00 p.m.

2. Description of Services (or Project)

2.1. Type

2.1.1. Epoxy flooring

2.1.1.1. See Specification #1- Tennent ECO-DFS FLAKE/ECO-HTS

2.1.1.2. All are to quote a Broadcast Flake 1/8 inch system with 3 color (base, 2 colors of flake) comparable.
2.1.2. **Substitutions**

2.1.2.1. **Acceptable Substitutions**

2.1.2.1.1. Sparta

2.1.2.1.2. Tennant

2.1.2.1.3. Dur-A-Flex

2.1.2.1.4. Tnemec

2.1.2.2. **ALL substitutions must be noted on outside of BID envelope and be accompanied by documentation as to why it is comparable. A Sample must be provided and it is the sole discretion of the DISTRICT as to whether a substitute is equal or better.**

2.2. **Locations**

2.2.1. Three Trails Elementary, Truman High School, Benton Elementary, Santa Fe Elementary, Spring Branch Elementary, Sycamore Hills Elementary, Randall Elementary, and Luff Elementary.

2.2.1.1. **See specific Locations in Appendix A**

2.3. **Equipment**

2.4. **Inspection**

2.4.1. Contractor must visit each site before submitting their proposal and be responsible for all measurements on the project. **Contractor is responsible for exact measurements.**

2.5. **Project Schedule**

2.5.1. Vendor selection date: March 14, 2017, 6:00 p.m. Board of Education Meeting

2.5.2. Contract date: March 15, 2017

2.5.3. Planned commencement of service: March 15, 2017. Specific locations will be scheduled after contract awarded by working with Contractor and District.

2.5.4. Planned substantial completion of service: Site specific agreed upon by District time PO is issued.

2.5.5. Planned final completion of service: Site specific agreed upon by District time PO is issued.

3. **Scope of Services**

3.1. **Maintenance Coverage**

3.2. **Hours of service**
District Buildings are available from 6:00 a.m. till 10:00 p.m. during non-student contact days.

3.3. Terms and conditions

3.3.1. Contractor is to provide tear out, disposal, and installation to factory specifications as noted in specifications 1-5.

3.3.2. Exact styles, collection and colors will be picked with by District after award of bid by winning Contractor.

3.4. Exclusions

3.5. Term

3.5.1. March 15, 2017 through July 20, 2018 with same pricing or agreed upon annual increase.

3.5.2. Renewals- Contractor is to hold prices good for a period of 1 year from the Start date of March 15, 2017.

3.5.3. Start date

3.5.3.1. March 15, 2017

3.5.4. Date of substantial completion

3.5.4.1. Site Specific

3.5.5. Date of final completion

3.5.5.1. Site Specific

4. Required Insurance

4.1. Liability

4.1.1. $100,000 per incident

4.1.2. $300,000 per year

4.2. Workers Compensation

4.2.1. Statutory limits

4.3. Bond

4.3.1. Payment: Amount of Agreement

4.3.2. Performance: Amount of Agreement

5. Disclosures and notifications

5.1. Conflicts of interest
5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

5.2. Cooperative Procurement

5.2.1. Indicate whether, if the District accepted your proposal, you would provide the same products and services under the same prices and terms to any public school district or any other non-profit organization having membership in the Greater Suburban Cooperative of School Districts (currently 19 local district members), Mid-America Council of Public Purchasing (MACPP), Mid-America Regional Counsel (MARC) and/or located within the greater Kansas City metropolitan trade area.

5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement from date of contract for a period of not less than 1 calendar year.

5.2.3. Organizations represented by GSCSD, MACPP or MARC have no obligation under the cooperative procurement agreement to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.

5.2.4. The ordering jurisdiction will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.

5.2.5. Each jurisdiction that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

6. Contract terms

6.1. E-Verify

6.1.1. Missouri law requires all companies doing business under contracts greater than $5,000 with government entities to attest that all their employees and subcontractor’s employees are “lawfully present in the United States.”

6.2. Prevailing Wage

6.2.1. Missouri law requires agreements to contain the following prevailing wage terms: “A wage of no less than the prevailing hourly rates of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work” (§ 290.220) and “Not less than the prevailing hourly rate of wages specified in wage determination as requested from the State shall be paid to all workers performing work under this contract” (§ 290.250). The contractor shall forfeit as a penalty to the State, County, City, and County, City, Town, District or other political sub-division on whose behalf the contract is made or awarded. Ten ($10.00) Dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract by him or by any sub-contractor under him. § 290.250. All payroll records of the contractor are to
be submitted to the School District, with the approved Prevailing Wage Statement, prior to final acceptance of the project.

6.3. **Liquidated Damages**

6.3.1. The District may assess liquidated damages for work not completed as agreed upon for up to $50 per day.

6.4. **Applicable law**

6.4.1. Missouri law will govern contracts entered into pursuant to this RFP.

6.5. **Termination**

6.5.1. The District may terminate contracts entered into pursuant to this RFP without cause upon 30 days notice.

6.6. **Compliance with laws and policies**

6.6.1. Proposer must comply with all federal and state anti-discrimination laws.

6.6.2. All work shall be done in strict accordance with the provisions of the current edition of the building codes adopted by the City of Independence, Missouri and all city ordinances in effect during performance of this contract.

6.6.3. Contractor must be licensed to do business in the City of Independence.

6.6.4. All work shall meet or exceed the Americans with Disabilities Guidelines.

6.6.5. *A-133 Compliance Supplement*: The contractor must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

6.6.6. *Excessive Unemployment*: The Missouri Department of Labor and Industrial Relations has determined that a period of “Excessive Unemployment” remains in effect and will remain in effect if the unemployment rate exceeds 5% in the state of Missouri. Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri’s public works projects. (See Sections 290.550 through 290.580 RSMo).

6.6.7. *AHERA Notification*: the District has completed the removal of friable asbestos in all District school buildings. In addition, all facilities have now been inspected by a certified asbestos inspector as required under the ASBESTOS HAZARD EMERGENCY RESPONSE ACT OF 1986 (AHERA). A copy of the AHERA Plan has been filed with the State of Missouri and a copy is on file with each building administrator. The AHERA Plan is available for inspection during regular school hours.

6.6.8. *OSHA Training*: As a condition of the Contract entered pursuant to this RFP, a Contractor must provide a 10-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (“Program”) for Contractor’s on-site employees as mandated by RSMo 292.675. Said Program must include a course in construction
safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations. This requirement includes the following:

All of Contractors’ on-site employees must complete the Program within 60 days of beginning work on the Project; Any employee found on the work site subject to this requirement without documentation of the successful completion of the Program will be given 20 days to produce such documentation before being subject to removal from the Project; Contractor’s failure to comply with these requirements will subject it to penalties. Contractor shall forfeit as a penalty to the Owner $2,500.00 plus $100.00 for each employee employed by Contractor or Contractor’s Subcontractor, for each calendar day, or portion thereof, such employee is employed to work under this Contract without the required training. Said penalty shall not accrue until the period in subsections 1 and 2 have elapsed. Contractor will be subject to said penalties notwithstanding any other provision to the contrary in this Construction Contract. Contractor shall require its contracts with all Subcontractors to contain these provisions. Contractor shall be responsible for penalties to Owner due to any Subcontractor’s employees’ failure to produce documentary evidence of training in the required Program. Contractor may withhold all sums necessary to cover any penalty from Subcontractor by suing in the circuit court of the county in which the project is located. Contractor shall have no right of recovery against Owner.

6.6.9. Lead Paint Guidelines: After April 22, 2010, contractors and their individual crew members working in pre-1978 school buildings that are child occupied and residential properties will be required to obtain their Renovator Certification by an accredited EPA Training Provider.

6.7. Background Checks

6.7.1. Contracts entered pursuant to this RFP must require that all employees who have unsupervised interaction with students will be fingerprinted and background checked under the background checks required by the District’s Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

6.8. Indemnity

6.8.1. The District will not agree to indemnify any contractor for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

6.9. Change orders

6.9.1. Change orders that exceed the greater of $15,000 or 5% of the total originally contracted amount are subject to Board approval prior to performance of the work and are subject to re-bid. (See Board Policy 7210.)

6.10. Proposed contract

6.10.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.
7. Interpretation, Questions, Withdrawal

7.1. Interpretation

7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.

7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than 10:00 a.m., March 1, 2017 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.

7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be posted on the ISD website ISDSchools.org and be the sole responsibility of the Bidder to obtain and acknowledge.

7.2. Questions

7.2.1. Submit written questions to the following person:

Robert Burkey
Robert_Burkey@isdschools.org
Director of Facilities
201 N. Forest Avenue
Independence, MO 64050
816-521-5330

7.3. Withdrawal

7.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.

7.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

8. Quote

8.1. Amount- U.S. Dollars

8.2. Rate- U.S. Dollars

9. Proposal submission and opening

9.1. Submission

9.1.1. Submit proposals in a sealed envelope marked “DISTRICT EPOXY FLOORING PROPOSAL 2017- FAC 007” and deliver to the following address and person:

Robert Burkey
Director of Facilities
9.2. Opening

9.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: February 17, 2017

Time: 11:00 a.m.

Location: Facilities Office
201 N. Forest Avenue
Independence, MO 64050.

10. Reservation of Rights

10.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

11. Proposal Evaluation

11.1. Award

11.1.1. The contract will be awarded to the firm submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm’s qualifications/proposal shall remain entirely with the District, at the District’s sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability, past work completed and general responsiveness to the RFP.

11.1.2. The District notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that should any person who performs work because of race, religion, color, sex, national origin, or ancestry.

11.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

11.2. Acceptance Period

11.2.1. All proposal offers must be firm for 120 days to allow for a signed contract. After that, prices are to be good for 1 calendar year from the contract date of March 15, 2017 unless mutually agreed upon.
12. Vendor List

13. Submit the following pages, completely filled out, in sealed envelope. Exclude Appendix A and Specifications.
I, __________________________, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.

2. I am employed by ___________________ (“Company”) and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: __________________________
   (individual signature)

For __________________________
   (company name)

Title: __________________________

Subscribed and sworn to before me on this _____ day of ____________________, 201__,

________________________________________
   NOTARY PUBLIC

My commission expires:
Proposal of ______________________________________________________ (hereinafter called “Bidder”), organized and existing under the laws of the State of ____________, doing business as a corporation, a partnership, an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called “Owner”).

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD EPOXY FLOORING REPLACEMENT in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below. Bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.

2. The Bidder hereby understands that Liquidated Damages for the delay in completions shall be $50.00 per calendar day.

3. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

4. Bidder acknowledges receipt of the following ADDENDA: ________________.
5. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the
place where the work is to be done and with all Bidding Documents, including the Instructions to
Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of
Agreement and the other Contract Documents, and having examined the location of the proposed work
and considered the availability of labor and materials, hereby proposes and agrees to perform
everything required to be performed, and to provide and furnish any and all labor, materials,
supervision, necessary tools, equipment, and all utility and transportation service necessary to perform
and complete in a workmanlike and timely manner all of the work required for the project, all in strict
conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted
above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

6. The bidder hereby certifies that the following subcontractors will be used in the performance of the
work on each or both projects. ALL General Contractors MUST furnish a copy of their proposed Sub-
Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of
Bidding, the list may be delivered, emailed (Robert_Burkey@isdschools.org) to the District offices, but
must be received by no later than the time listed above.
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<tr>
<th>Project</th>
<th>Owner</th>
<th>RFP No.</th>
<th>CoOp Eligible</th>
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<td>Combo</td>
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Bid Proposal Submission Form

Contractor

Located in ISD? 2017- FAC 007

Product Bidding

 Independence School District
201 N Forest Ave, Independence, MO 64050

Date: February 17, 2017 11:00 a.m. Local Time

Located in ISD?
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<th>City, State, Zip Code</th>
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SEAL - (if BID is by a corporation)
Division 9
Section - Resinous Flooring

PART 1 - GENERAL

1.01 Summary
A. High build troweled flooring system consisting of 100% solids epoxy binder, that consists of epoxy
resin and colored quartz aggregate with a high solids, two component 100% aliphatic urethane topcoat
for an attractive, slip-resistant surface on interior concrete floors. Complies with U.S. Federal VOC
regulations.

1.02 Performance Requirements
A. See manufacturer's technical data bulletin for specific material, cured coatings and a complete list of
chemical resistant properties.

1.03 Submittals
A. Product Data: Submit manufacturer's product data, including physical properties, chemical resistance,
surface preparation and application instructions.
B. Submit list of five projects similar in nature, which have been installed by applicator during the last five
years, identified with project name, location, name of owner's representative, their phone number and
date.
C. Submit manufacturer's standard warranty and applicator's warranty.

1.04 Quality Assurance
A. Applicator Qualifications:
   1. A minimum of three years' experience in the application of coatings or resurfacers to concrete
      floors.
   2. A minimum of ten jobs or 1,000,000 square feet of successful applications.
B. Pre-Application Meeting: Convene a pre-application meeting 2 weeks before the start of application of
floor coating system. Require attendance of parties directly affecting work of this section, including the
Contractor, Architect, Applicator and Manufacturer's Representative. Review the surface preparation,
application, cleaning, protection and coordination with other work.

1.05 Delivery, Storage and Handling
A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with
labels clearly identifying product name and manufacturer.
B. Store materials in accordance with manufacturer's instructions.
   1. Store materials in dry, enclosed area with adequate protection from moisture.
   2. Keep containers sealed until ready for use.
   3. Storage Temperature: 65°F (18°C) and 90°F (32°C).

1.06 Warranty
A. Written manufacturer's warranty covering materials only. Applicator to provide application warranty.

PART 2 - PRODUCTS

2.01 Materials
A. Decorative Quartz
1. Percent Solids, 100 ASTM D2369
2. Completely light stable over the normal life of the coating.

   1. Volatile Organic Compound (VOC), ASTM D3960
      1. 0 lb/gal or 0 g/L
   2. Tensile Strength, ASTM D2370
      1. 8,000 psi or 55,200 kPa
   3. Percent Elongation, ASTM D2370
      1. 5%

   1. Volatile Organic Compound (VOC), ASTM D3960
      1. 0.05 lb/gal or 6 g/L
   2. Tensile Strength, ASTM D2370
      1. 8,000 psi or 55,200 kPa
   3. Percent Elongation, ASTM D2370
      1. 5%

   1. Volatile Organic Compound (VOC), ASTM D3960
      1. 0.05 lb/gal or 6 g/L
   2. Tensile Strength, ASTM D2370
      1. 8,000 psi or 55,200 kPa
   3. Percent Elongation, ASTM D2370
      1. 5%

E. Build Coat: Tennant Eco-URE™ - Ultraviolet Resistant Epoxy. A two-component epoxy.
   1. Volatile Organic Compound (VOC), ASTM D3960
      1. 0.05 lb/gal or 6 g/L
   2. Tensile Strength, ASTM D2370
      1. 8,000 psi or 55,200 kPa
   3. Percent Elongation, ASTM D2370
      1. 5%

   1. Volatile Organic Compound (VOC), ASTM D3960
      1. 1.06 lb/gal or 128 g/L
   2. Abrasion Resistance, ASTM D4060
      1. 18 mg/loss (Independent Lab Test Results CS-17 Taber Abrasion Wheel, 1,000 g load, 1,000 revolutions.)
   3. Tensile Strength, ASTM D2370
      1. 2,210 psi, 15,227 kPa
   4. Percent Elongation, ASTM D2370
      1. 5%
   5. Sward Hardness, ASTM D2134
      1. 35-40 (1 mil film)
   6. Percent Solids
      1. Part A - 97%
      2. Part B - 16%
      3. Part C - 100%
4. Mixed - 91.5%

G. Tennant Colors:
   1. Black Cherry, Cinnamon Twist, Cranberry Red, Northwoods Green, Sandstone, Stone Gray,
      Twilight Blue and Wild Plum. Custom blends and solid colors are also available.

H. Cleaners and Related Products:
   1. Industrial Grease Remover: Tennant Detergent
      1. Tennant detergents are available in a range of formulations which remove a variety of
         soilage.

PART 3 - EXECUTION

3.01 Examination
   A. Examine concrete surface to receive floor coating system. Notify the Architect if surface is not
      acceptable. Do not begin surface preparation or application until unacceptable conditions have been
      corrected.
   B. Allow concrete substrate to cure a minimum of 30 days.
   C. CHECK THE TEMPERATURE AND HUMIDITY: Floor temperature and materials should be between
      65°F (18°C) and 90°F (32°C). Humidity must be less than 80%. DO NOT coat unless floor
      temperature is more than five degrees over the dew point.
   D. CHECK FOR MOISTURE: Concrete must be dry before application of this floor coating material.
      Concrete moisture testing must occur. Calcium chloride testing or in-situ relative humidity testing is
      recommended. Readings must be below 3 pounds per 1,000 square feet (1.5 kg per 150m²) over a
      24-hour period on the calcium chloride test or below 75% relative internal concrete humidity. Test
      methods can be purchased at www.astm.org, see ASTM F1869 or F2170, respectively or follow
      instructions from the suppliers of these tests.

NOTE: Although testing is critical, it is not a guarantee against future problems. This is especially true if there
is no vapor barrier or the vapor barrier is not functioning properly and/or you suspect you may have
concrete contamination from oils, chemical spills or excessive salts.

3.02 Preparation
   A. Prepare surface in accordance with manufacturer's instructions.
      1. Cleaning: Scrub with Tennant detergent and rinse with clean water to remove surface dirt,
         grease and oil.
      2. Preparation; Remove coatings and curing membranes and provide the required bonding profile
         with one of the following methods:
            1. Shotblasting
            2. Scarification

3.03 Application
   A. Apply floor coating system in accordance with manufacturer's instructions.
      1. Equipment: squeegees, rollers, mechanical blower and funnel for quartz application, etc.
         1. Mix Eco-MPE™ components together in accordance with manufacturer's instructions.
         2. Mix only enough material which can be applied within 25 minutes.
         3. Apply Eco-MPE™ at the rate of 200 ft²/gal.
      3. Overlay / Epoxy Binder: Eco-DQS - Decorative Quartz System – Troweled / Eco-URE™ -
         Ultraviolet Resistant Epoxy.
         1. Eco-DQS - Troweled must be applied while the Eco-Flex is still wet or sticky—within
            4 hours. (If it is preferred not to work in the wet primer, silica sand can be lightly
            broadcast into the wet primer and allowed to set up before overlaying.)
         2. Mix Eco-DQS™ components together in accordance with manufacturer’s instructions.
         3. Apply Eco-DQS Troweled at 13 ft² at 3/16”.
         4. Allow coating to cure 6-8 hours at 75°F (24°C) and 50% relative humidity.
         1. Mix components together.
2. Mix only enough material which can be applied within 25 minutes.
3. Apply Eco-URE/OP™ at the rate of 137 ft²/gal for troweled quartz.
4. Allow coating to cure 24 hours at 75°F (24°C) and 50% relative humidity.
5. **IF LESS TEXTURE IS DESIRED**, apply an additional 6-10 mils (160-267 sq. ft./gallon) of Eco-URE™ within 24 hours of the previous coat.

   1. Open and mix only enough material which can be applied in a 2 hour period.
   2. Apply Eco-HTS™ at the rate of 500 ft²/gal.
   3. Allow coating to dry 24 hours at 75°F (24°C) and 50% relative humidity.

### 3.04 Protection

A. Close job site to traffic for a period of up to 48 hours after coating application depending on temperature and humidity

**END OF SECTION**

Coving, if required, shall be installed in accordance with manufacturer’s instructions.
Match Existing