



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 6/1/2025	Contract Number: 22-721 Title: Court Resurfacing Effective Date: 06/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: El Faro Group dba Court Surfaces Address: 1528 Virgil's Way #6 City: Green Cove Springs, FL 32043 ATTENTION: Bryan McMandon btmcmandon@gmail.com
Issued By: <div style="text-align: center;"> Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800 </div>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 05/31/2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u><i>Bryan McMandon</i></u> Print Name: <u>Bryan McMandon</u> Title: <u>Managing Partner</u> Date: <u>January 16, 2025</u> E-mail: <u>btmcmandon@gmail.com</u> Secondary E-mail: <u>info@courtsurfacesfla.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel Title: Contracting Officer II Date: _____ <div style="float: right; text-align: right;"> Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.17 07:06:08 -05'00' </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 6/1/2023	Contract Number: 22-721 Title: Court Resurfacing Effective Date: 06/01/2022
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CONTRACTOR SIGNATURE BLOCK Signature: <u><i>Bryan McMandon</i></u> Print Name: <u>Bryan McMandon</u> Title: <u>Managing Partner</u> Date: <u>February 2, 2023</u> E-mail: <u>btmcmandon@gmail.com</u> Secondary E-mail: <u>melissa@courtsurfacesfla.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: CPPB, Contracting Officer II Date: _____ <div style="text-align: right; font-size: small;"> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.02.03 08:31:16 -05'00' </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-721

For Court Resurfacing

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **El Faro Group, LLC dba Court Surfaces** (hereinafter "Contractor") to supply **Court Resurfacing** to the County pursuant to County Bid number 22-721 with any included addenda (hereinafter "Bid"), with an opening date of 2/2/2022, and Contractor's Bid response dated 1/31/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: Addendum 1, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Exhibit C – General Terms and Conditions, Exhibit D – Service Locations, Attachment 1 – Submittal, Attachment 2 – Pricing

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Endorsement for Primary & Non Contributory.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 6/1/2022 through 5/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Gretchen Bechtel*

Contracting Officer II

Date: 5/10/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: 22-721 - Court Resurfacing

01/10/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. East Lake Sports and Community Complex -- shows the city as Mt Plymouth not Sorrento but the zip code is the same (unable to see anything from google earth).

R1. East Lake Park- 24809 Wallick Road, Sorrento, FL 32776

Q2. Lake Jem Park and Boat Ramp--shows the city as Mt. Dora 32757 (unable to see anything from google earth)

R.2 Lake Jem and Boat Ramp- 16141 CR 448, Tavares, FL 32778 – heavy vegetation can't be seen from Google Earth – site visit is recommended.

Q3. Lake Mack Park-doesn't give a physical address when google the park name of the park and shows that it is in Forest Hills. If you go by the address in the bid package the address doesn't seem to blend with the other addresses around that area (unable to anything from google earth).

R3. Lake Mack Park- 21235 Lake Drive, Deland, FL 32720

Q4. Minneola Athletic Complex-shows a different physical address than what is in the bid package 1300 Fosgate Rd. Minneola, FL 34715.

R4. Minneola Athletic Complex- 1300 Fosgate Dr or 1390 Education Ave. (new address from City of Minneola) Minneola, FL 34715

Q5. Pine Meadows Recreation Area--comes up as Pine Meadows Conservation (unable to see anything from google earth).

R5. Pine Meadow Recreation Area- 1900 Pine Meadows Golf Course Rd. Eustis, FL 32726

Q6. We also like to have as much preliminary information available to our estimator before making his site visits, so is there any way you could advise on what type of courts and how many are at the following locations?

Pine Meadows Recreation Area

Astor Lion Park

East Lake Sports and Community Complex

Lake Jem Park and Boat Ramp

Lake Mack Park

Marsh Park and Boat Ramp

Minneola Athletic Complex

R6.

- Pine Meadows Recreation Area - 4 tennis courts & 6 pickleball courts
- Astor Lions Park- 54835 Alco Rd. Astor, FL 32102- 1 tennis court, 1 pickle court, 1 basketball court
- East Lake Sports and Community Complex - 2 basketball courts full size
- Lake Jem Park and Boat Ramp - ½ basketball court
- Lake Mack Park - 1/2 basketball court
- Marsh Park and Boat Ramp - 36545 Yale Retreat Rd. Eustis, FL 32726- 1/2 basketball court
- Minneola Athletic Complex - 2 full basketball courts just completed & 2 new tennis courts should be complete in February 2022

ADDITIONAL INFORMATION

The addresses listed for each park is the legal identifying address location. It is recommended for each vendor to make site visits to verify measurements and locations prior to submitting bids.

ACKNOWLEDGEMENT

Firm Name: El Faro Group LLC DBA Court Surfaces

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Bryan McMandon*

Date: 1/31/2022

Print Name: Bryan McMandon

Title: Managing Member

Primary E-mail Address: btmcmandon@gmail.com

Secondary E-mail Address: btmcmandon@yahoo.com

1. SCOPE OF SERVICE

Contractor shall provide court resurfacing and repair services as needed in conjunction with the County's needs. All courts are constructed of concrete or asphalt and may have cracks or "bird baths" in the playing surface. The completed surface shall be an acrylic, heavy duty, non-resilient surface system that provides a medium speed of play.

This is an indefinite quantity contract with no guaranteed services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 2.1. Be fully competent in all aspects of resurfacing all concrete and asphalt courts.
 - 2.1.1. Employ only skilled, qualified workers.
 - 2.1.2. Furnish all labor, materials equipment, fuel and any other incidental costs, and supervision necessary.
- 2.2. Be responsible for non-performance.
- 2.3. Be responsible for the quality of work.
- 2.4. Be responsible for providing and placing adequate barricades and signage where the work is in progress.
- 2.5. Furnish all tools and equipment.
- 2.6. The required tools to provide services under this contract are:
 - 2.6.1. Re-surfacer sanding equipment (See attached photos). Note: Not all County properties have a power source available to complete the sanding process.
 - 2.6.2. Trailer or dolly to transport and distribute re-surfacer materials.
 - 2.6.3. Various hand tools (brooms, scrapers, shovels, etc.)
 - 2.6.4. Blower – backpack or handheld.
 - 2.6.5. Two-hundred-foot (200') tape measure.
 - 2.6.6. String line, chalk lines & masking tape used for court dimension layout.
- 2.7. Ensure all equipment used is in safe working order and is properly maintained.

3. COUNTY RESPONSIBILITIES

County shall:

- 3.1. Reserve the right to award to one or more vendors.
- 3.2. Reserve the right to add additional services as needed in conjunction with the County's needs.

- 3.3. Reserve the right to inspect equipment for proper maintenance and safety.
 - 3.3.1. Equipment deemed unacceptable for desired use shall be removed at the Contractor's expense.
- 3.4. Reserve the right for inspection of work for compliance, standards, and good workmanship.
 - 3.4.1. Work deemed unacceptable shall be removed and repaired at no additional cost to the County.
- 3.5. Provide a storage area for the Contractor to store equipment.
 - 3.5.1. The County is not responsible for theft of the Contractor's items.
 - 3.5.2. Electrical outlets may not be available at all storage locations.

4. COURT RESURFACING AND REPAIR

- 4.1. All surfaces shall be thoroughly cleaned to remove all loose materials using pressure, scraping, brooming, or blowing.
 - 4.1.1. The surface shall be free of oil, grease, dirt, debris, tire marks, ridges, and valleys.
- 4.2. Cracks and or "bird baths" in the playing surface which shall be filled and leveled with extra resurface material to fill evenly.
- 4.3. The extended joints in the playing surface are to be filled and feathered.
- 4.4. The surface system applied to the cleaned surface of the courts shall be a minimum of four (4) courses.
 - 4.4.1. Two (2) acrylic filler / leveling courses.
 - 4.4.2. Two (2) acrylic color / finish courses.
- 4.5. The completed surface shall be an acrylic, heavy duty, non-resilient surface system that provides a medium speed of play, use of 100 grit sand is preferred.
- 4.6. After the surface has thoroughly cured, vendor shall re-stripe courts.
 - 4.6.1. Mark and paint lines shall be completed using textured acrylic latex paint.
 - 4.6.2. All courts shall be of regulation specifications.
- 4.7. Existing equipment / playing surface (including but not limited to posts, nets, goal posts, backboards, etc.) shall be reused.
 - 4.7.1. All nets shall be wire brushed and painted with a rust resistant paint.
 - 4.7.2. Equipment or playing surfaces found to be damaged or unusable shall be replaced or repaired based on labor and material rates as shown in Attachment 2, Pricing Form.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

SERVICE LOCATIONS

Astor Lions Park- 54835 Alco Rd. Astor, FL 32102
East Lake Sports and Community Complex - 24809 Wallick Road, Sorrento, FL 32776
Lake Jem Park & Boat Ramp- 16141 CR 448 Tavares, FL 32778
Lake Mack Park- 21235 Lake Dr. Deland, FL 32720
Marsh Park & Boat Ramp- 36545 Yale Retreat Rd. Eustis, FL 32726
Minneola Athletic Complex- 13390 Education Ave. Minneola, FL 34715
North Lake Regional Park- 40730 Roger Giles Rd. Umatilla, FL 32784
P.E.A.R Park- 26701 US Highway 27 Leesburg, FL 34748
Paisley Community Park- 24956 CR 42 Paisley, FL 32767
Pine Forest Park- 32520 SR 44 Deland, FL 32720
Pine Meadows Recreation Area - 17110 Pine Meadows Road, Eustis, FL 32726
Sorrento Park- 31535 Church St. Sorrento. FL 32776
Twin Lakes Park- 35303 CR 473 Leesburg, FL 34788

The undersigned hereby declares that: El Faro Group LLC DBA Court Surfaces has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to provide **COURT RESURFACING AND REPAIR SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor must submit an accurate invoice to parksinvoices@lakecountyfl.gov. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. True/Bryan McMandon

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

8.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Green Cove Springs, FL
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: N/A

9.0 GENERAL VENDOR INFORMATION:

Firm Name: El Faro Group LLC DBA Court Surfaces
Street Address: 1528 Virgils Way #6
City: Green Cove Springs State and ZIP Code: FL 32043
Mailing Address (if different): SAME
Telephone: 1-800-331-1723 Fax: N/A
Federal Identification Number / TIN: 84-2685724
DUNS Number: N/A

10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor.

I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Bryan McMandon*

Date: 1/31/2022

Print Name: Bryan McMandon

Title: Managing Member

Primary E-mail Address: btmcmandon@gmail.com

Secondary E-mail Address: btmcmandon@yahoo.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

*El Faro Group DBA Court Surfaces***SAVE AND SUBMIT AS AN EXCEL FILE**

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services as stated in Exhibit A, Scope of Work. Alterations of locked cells may result in disqualification of submission.

Item #	Description	Square Foot Price
1	Total cost to provide services as stated in Exhibit A, Scope of Work.	\$1.59
2	Hourly rate for repair services as stated in Exhibit A, Section 4.7	\$85.00
3	Percentage mark-up cost for materials for equipment or playing surface (cannot exceed 20%)	\$20.00

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	5.00%
Which does the firm use: Diesel fuel or Gasoline?	both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	30.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30.00%