FOURTH AMENDMENT TO AGREEMENT
FOR CONTRACTOR SERVICES

THIS AMENDMENT is made this _____ day of _____, 2006, by and between **The City of Leesburg, Florida,** a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, FL 34749–0630 (hereinafter referred to as the "City"), and **Superior Asphalt of Central Florida, Inc.**, whose address is 444 South Rossiter Street, Post Office Box 1257, Mount Dora, FL 32756-1257 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City and Contractor (the "Parties") previously entered into an agreement for Contractor Services, a First Amendment to Agreement for Contractor Services, a Second Amendment to Agreement for Contractor Services, and a Third Amendment to Agreement for Contractor Services (hereinafter collectively referred to as the "Prior Agreements"); and

WHEREAS, the City and Contractor desire to extend the Prior Agreements for the mutual benefit of the Parties; and

WHEREAS, the Parties desire to enter into a Fourth Amendment to Agreement for Contractor Services to extend the term fo the Prior Agreements and to provide a change in compensation rates as consideration for the extension of the Prior Agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Amendment agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into and become a part of this Agreement.

2. **Amendment**. The Parties agree to amend the Prior Agreement as follows:

   A. The Prior Agreements are extended through December 31, 2009.

   B. On December 31, 2007, and December 31, 2008, Contractor will increase rates by 3 ½% or the posted CPI of all urban consumers, all items category of 1982 - 1984 base, whichever is less. City shall provide Contractor with a monthly retainer of $2,200.00. Estimated rates for materials and time can be found on Exhibit "A", which is attached hereto and by reference made a part hereof.

   - Labor Rates:
     Supervisor ($31.68/hr.)
     Operator ($18.60/hr.)
     Laborer ($12.22/hr.)

     Plus Burden & Fringes 130%
     Plus Home Office OH 10%

Plus Profit 10%

Example payment for Laborer: $12.22 + 130% = $28.11 + 10%= $30.92 + 10%= $34.01

- Material: Costs plus applicable sales taxes (per invoices furnished to the City), plus 10% home office, plus profit of 10%.

- Equipment: Cost as per Blue Book Rental Rates. Contractor will continue to furnish City with estimates when requested.

3. **Modification**. Except as specifically modified by this Amendment, the Prior Agreements entered into between the City and the Contractor shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and the Contractor other than as defined above.

IN WITNESS WHEREOF, this Amendment has been executed by and on behalf of The City of Leesburg, Florida, and Superior Asphalt of Central Florida, Inc., on this _____ day of _____, 2006.

"City"

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

_____
City Clerk

Approved as to form and content:

_____
City Attorney

"Contractor"

SUPERIOR ASPHALT OF CENTRAL FLORIDA, INC.

By: Howard H. Hewitt

Its: Pres.

EXHIBIT "A"

Superior Asphalt of Central Florida, Inc.
P.O. Box 1257
Mount Dora, Florida 32756
Phone (352) 383-2889 / Fax (352) 383-6512
Website / www.hewittcontracting.com

October 31, 2006

Mr. Ray Sharp
Director of Public Works & Environmental Services
P.O. Box 490630
Leesburg, FL 34749

Dear Mr. Sharp,

After our meeting this morning, we are pleased to submit the following proposal for an extension of our Public Works Contract through December 31, 2009.

On December 31, 2007, and December 31, 2008, we will increase the rates by 3½ % or the posted CPI whichever is less.

Monthly Retainer $2,200.00

Labor

1.	Supervisor	(31.68/hr.)	Plus Burden & Fringes	130%
2.	Operator	(18.60/hr.)	Plus Home office OH	10%
3.	Laborer	(12.22/hr.)	Plus Profit	10%

Example using laborer
(12.22 + 130%) = 28.11 + (28.11 x 1.10) = 30.92 + (30.92 x 1.10) = 34.01

Material

1. Cost plus applicable sales tax (per invoices furnished to the city)
2. Plus Home Office OH 10%
3. Plus Profit 10%

Equipment

1. Cost as per Blue Book Rental Rates.
2. We will continue to furnish you estimates, when requested, but the billing will be cost plus as outlined above.

Please review and sign in the space provided below. If you need clarifications, please call.

Very truly yours,

Michael E. Warren
Manager

MEW/pc

Enclosure(s)
Estimated T&M Rates
Blue Book Costs

Cc: H. Hewitt
File

By:_____

Title:_____

Date:_____

Attest:_____

CITY OF LEESBURG
ESTIMATED TIME AND MATERIAL RATES
As of 10/31/2006

LABOR	BASE RATE	BURDEN	SUBTOTAL	HOME OFFICE	PROFIT	TOTAL
SUPERVISOR	31.68	41.18	72.86	7.29	8.01	88.16
OPERATOR	18.60	24.18	42.78	4.28	4.70	51.76
LABORER	12.22	15.89	28.11	2.81	3.09	34.01

MATERIAL	ESTIMATED COSTS (1)	TAX	SUBTOAL	HOME OFFICE	PROFIT	TOTAL
CONCRETE	95.00	6.65	101.65	10.17	11.18	123.00
ASPHALT	100.00	7.00	107.00	10.70	11.77	129.47
LIMEROCK	7.00	0.49	7.49	0.75	0.82	9.06
MILLINGS	22.00	1.54	23.54	2.35	2.59	28.48
FILL (20T/Load)	165.00	11.55	176.55	17.65	19.42	213.62

(1) Calculation will be based on ACTUAL costs of materials.