

CONTRACT AMENDMENT

SDCC PROJECT NO: C-11-09/10
PROJECT NAME: Clay High School Building 4 Re-roof
CONTRACTOR: Deep South Systems, Inc.
DATE OF CONTRACT: January 21, 2010

The parties to the above-referenced contract hereby amend the contract as follows:

1. Paragraph 21.2 of Part 21 of the Project Manual and Specification for the above-referenced project is amended to read as follows:

...the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, One Hundred Dollars (\$100.00) for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished, and One Hundred Dollars (\$100.00) for each and every calendar day elapsing between date fixed for final completion and the date such final completion shall have been fully accomplished.
2. All other and remaining terms of said contract shall remain unaltered and in full force and effect.
3. The contractor agrees that in consideration for this contract amendment it agrees to the imposition of a deduction from the contract amount in the amount of One Thousand Nine Hundred Dollars (1,900.00), which amount represents imposition of liquidated damages for nineteen (19) days of delay, and further agrees to the execution of a Change Order reflecting such deduction from the contract.

Agreed to this 20th day of July, 2010 by:

DEEP SOUTH SYSTEMS, INC.

By W. E. Watts III
Printed Name: William E. Watts III
Title: VP Operations

[Signature]
WITNESS
Byrne Ellis
WITNESS

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By _____
Printed Name: Lisa Graham
Title: Chairman

WITNESS

WITNESS