

5. The Owner hereby covenants to pay the Contractor in consideration and completion of such works and the remedying of all defects therein, the Contract Price or such other sums as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract;
6. The Contract Price shall be paid to the Contractor the Government disbursement procedures subject to the payment , retention money, and warranty provisions in the General Condition of the Contract, the Special Conditions of Contract and the IRR of RA 8194;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The Owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount or liquidated damages reaches ten percent (10%) of the amount of the Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:



ZENIA G. MOSTOLES, EdD, CESO V
Schools Division Superintendent
DepEd-SDO Bulacan

OWNER



NOEL B. MARIANO
Proprietor/Owner
ADIMRE CONSTRUCTION
Villa Priscilla Subd., Cut-Cut, Pulilan, Bulacan

CONTRACTOR

SIGNED IN THE PRESENCE OF:



MARIA M. SALCEDO
Accountant III
Owner's witness



CONTRACTOR'S WITNESS

ACKNOWLEDGEMENT

NOV 24 2020

BEFORE ME, a Notary Public for and in _____, Philippines, this ___day of _____, 2020, personally appeared:

NAME	GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, PhilHealth IDs)		
	NUMBER	ISSUED ON	ISSUED AT

ZENIA G. MOSTOLES, EdD, CESO V
Schools Division Superintendent
DepEd –SDO Bulacan
OWNER

PhilHealth No. 190005672817 Malolos, Bulacan

NOEL B. MARIANO
PROPRIETOR/OWNER
ADIMRE CONSTRUCTION
VILLA PRISCILLA SUBD., CUT-CUT, PULILAN, BULACAN
CONTRACTOR

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is free and voluntary act and deed of the entities they respectively represent.

NOV 24 2020

The foregoing instrument is a CONTRACT consisting of _____ () pages (exclusive of attachments), including this page on which this acknowledgement is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

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ATTY. RAYMOND C. REYES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2020
BRGY. GUINHAWA, MALOLOS CITY, BULACAN
ROLL NO. 62872
IDP NO. 1052107, JAN 7, 2020
PTR NO. 42397017, JAN 7, 2020
ICLE COMPLIANCE NO.: VH-CO25685 VALID UNTIL 4-4-2020