

THIS AGREEMENT, made and entered into this 7th day of June 2018, by and between the COUNTY OF SAN MATEO, State of California, hereinafter called the "County" and **SAN MATEO COUNTY HISTORICAL ASSOCIATION**, hereinafter called the "Contractor,"

W I T N E S S E T H:

THAT, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

I. The Contractor will at his own proper cost and expense, do all the work and furnish all the labor, materials, equipment and utilities necessary to perform and complete in good workmanlike and substantial manner, and to the satisfaction of the Director of Parks of the County of San Mateo, for the project

**Sanchez Adobe Interpretive Center Display Area Exhibition Plan
1000 Linda Mar Blvd, Pacifica CA 94044
Agreement No. _____**

and all in strict accordance with Exhibit "A" attached and on file in the office of the Director of Parks, which said Exhibit "A" is hereby specifically referred to and by such reference made a part thereto.

II. The Contractor will receive and accept and the County will pay the prices specified in Exhibit "A", attached to this Agreement and on file in the office of the Director of Parks of the County of San Mateo and by reference made a part of this Agreement, as full compensation for furnishing all labor, materials and equipment for doing all the work contemplated and embraced in this Agreement; the Contractor assumes any and all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with

the work, and also assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and to Exhibit "A". The Contractor shall guarantee all materials and workmanship for a period of one (1) year from date of acceptance of the project by the Director of Parks. Any defects due to faulty materials, method of installation or workmanship within that period shall be repaired by the Contractor promptly upon notice by the County, at the expense of the Contractor.

III. Subject to compliance with all terms and conditions, the term of this Agreement shall be from **June 7, 2018**, through **June 30, 2019**.

IV. Payment to the Contractor shall be made progressively by the County for the work and materials furnished under this Agreement in accordance with the provisions of Section 9 of the Standard Specifications.

V. This Agreement, together with Exhibit "A": by this reference become as fully a part of the Contract as if hereto attached or herein set forth in full. The Standard Specifications of the County of San Mateo, State of California, which are identical with the Standard Specifications of the State of California, Business, Transportation, and Housing Agency, Department of Transportation, dated May 2006, and are on file with the County Manager / Clerk of the Board, County of San Mateo, are incorporated herein by reference as a part of the Contract documents and shall apply to this project except where the terms of this Agreement or other Contract documents are inconsistent therewith, in which case the provisions of this Contract shall prevail.

VI. Insurance: The Contractor shall not commence work under this Contract until

he has obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract. Certificates of Insurance shall be filed with the County within **TEN (10) WORKING DAYS** after award of the contract. These certificates shall specify or be endorsed to provide that **THIRTY (30) CALENDAR DAYS'** notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modifications of the policy.

A. Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Contract, Worker's Compensation and Employer's Liability Insurance providing full statutory coverage; and in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Worker's Compensation and Employer's Liability Insurance to full statutory limits. In signing this Contract, the Contractor makes the following certifications, required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

B. Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her and any sub-contractor performing work covered by this Contract, from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including third party property damage, to include coverage on property in the care, custody and control of the Contractor, and also including coverage for what are commonly known as the "X, C and U" exclusions (having to do with blasting, collapse and underground property damage), which may arise from the Contractor's operations under this Contract, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be **ONE MILLION DOLLARS (\$1,000,000)** combined single bodily injury and property damage for each occurrence. The County of San Mateo, their officers, agents, servants and employees, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision stating that the insurance afforded thereby to the County of San Mateo, their officers, agents, servants, and employees, shall be primary insurance to the full limits of liability of the policy, and that if the County of San Mateo, or their officers and employees, have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

Such statements, mentioned above, shall be included on a separate

endorsement to be submitted to the County with the Certificate of Insurance.

Such insurance shall include:

- 1) Comprehensive General Liability..... \$1,000,000**
- 2) Motor Vehicle Liability Insurance..... \$1,000,000**
- 3) Professional Liability..... \$1,000,000**

C. In case of the breach of any provision of this Article, the County, at its option, may take out and maintain at the expense of the Contractor, or subcontractor, such insurance as the County may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due, or become due, to the Contractor, under this Contract.

D. Hold Harmless

The Contractor's attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The provisions contained in Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications of the State of California, Department of Transportation, shall be applicable with the understanding that where said provisions specifically refer to the State of California, a department or division of the State or an official, officer or employee of the State, said provision shall be interpreted to refer to the County of San Mateo, and all officers and employees thereof connected with the work, including but not limited to the Director of Parks, their duly authorized representatives, other appropriate department, division, official, officer or employee of the

County of San Mateo .

The provisions of Section 7-1.12A, "Indemnification," of the Standard Specifications are superseded by the following:

"To the full extent permitted by law, Contractor shall indemnify and save harmless the County, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of:

- i. Injuries to or death of any person, including Contractor, its officers, employees and servants, or
- ii. Damage to any property of any kind whatsoever and to whomsoever belonging, or
- iii. Any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with applicable laws, or
- iv. Any other loss or cost resulting from the contractor's negligent or reckless acts or omissions or willful misconduct in connection with the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which the County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth In Section 2778 of the California Civil Code.

The obligations set forth in this Section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement."

E. Compensation

All insurance required by the paragraphs of this section shall be obtained and maintained by the Contractor at his own expense and County

shall not compensate Contractor for said insurance expenses other than as they are included in the Contract prices the County pays for the various items of work.

Nothing herein contained shall be construed as limiting in anyway the extent to which the Contractor may be held responsible for payments of damages resulting from his operation.

VII. Wage Scale: Reference is hereby made to the rate of prevailing wage scale established by the Department of Industrial Relations, a copy of which is on file in the office of the Director of Parks, the provisions of which are hereby specified as the rate of prevailing wage to be paid to workmen on this project, and the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the Labor Code and particularly Section 1775 thereof, shall be complied with.

The Contractor hereby agrees to pay not less than the prevailing rates of wages which are effective on the date the Notice to Contractors is issued for each craft or type of workman or mechanic needed to execute the Contract as provided for by the County for the performance of public work.

VIII. The Contractor expressly covenants and agrees to comply with all the provisions of the Labor Code of the State of California limiting the hours of labor on public works to eight (8) hours during any one calendar day, and forty (40) hours in any one calendar week, requiring the payment of not less than the prevailing wage rates, and further agrees to the forfeitures provided for in said Labor Code and as set forth in Section 7, "Legal Relations and Responsibility," of the Standard Specifications and all amendments thereto, in the event of a violation of any of the provisions thereof during the course of execution of this Contract.

The Contractor expressly agrees to be responsible for compliance with all the

provisions of Sections 1771, 1771.4, 1774-1776, 1777.5, 1813, 1815, and 1860 of the California Labor Code. Additionally, in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation to his or her employees.

Non-Discrimination. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with Federal, State, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance Code which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) Termination of this Agreement; ii) Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) Liquidated damages of \$2,500 per violation; iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) Examine Contractor's employment records with respect to compliance with this paragraph; ii) Set of all or any portion of the amount described in this paragraph against

amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any courts of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Compliance with Equal Benefits Ordinance. With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

IX. The Contract may be terminated by the County in the event the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse, or should fail, except in cases where extension of time is provided, to furnish enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances, or the instructions of the County. In the event of any of the foregoing conditions, the County is authorized and directed to serve written notice upon the Contractor and his Surety of its intention

to terminate the Contract, such notice to contain the reasons for action and unless within **TWO (2) CALENDAR DAYS** after serving of such notice such conditions shall be remedied and satisfactory arrangements for continuation be made, the Contract shall, upon expiration of **TWO (2) CALENDAR DAYS**, cease and terminate. In the event of any such termination, the County may take over the work and prosecute the same to completion by Contract or by any other method he may deem advisable, and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the County for any excess cost occasioned thereby, and in such event, the County may without liability to so doing take possession of and utilize such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work, and necessary therefore. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

Termination of Agreement The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the

Agreement

X. The Contractor shall comply with all existing and future State and Federal and regulating laws and all ordinances and regulations of the County of San Mateo which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

XI. Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. The Contractor shall neither mortgage nor convey title to equipment or material to be used in this work, without the written permission of the County.

XII. The County hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the materials, unless otherwise specified, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

XIII. In no event, shall the compensation paid to Contractor by County under this agreement exceed the amount of **\$130,000.00 (ONE HUNDRED THIRTY THOUSAND DOLLARS)** unless approved by the Director of Parks pursuant to a supplemental agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **SAN MATEO COUNTY HISTORICAL ASSOCIATION**



Contractor Signature

5-10-2018
Date

Mitch Pastel
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

EXHIBIT “A”

I. Detailed description of services to be performed by Contractor:

The San Mateo County Historical Association will be responsible for creating and/or updating exhibition displays including additional needed furnishings at the Sanchez Adobe Interpretive Center for the benefit of the County's residents and visitors.

Exhibit Layout

Entryway and introductions: Elements here will be a timeline showing the first three periods of California History (and what was taking place on the Site), a map showing the Peninsula during these time periods, an introduction video and other messages about donors to the project, the San Mateo County Park system and the San Mateo County Historical Association.

• Video system, TV & mount:	\$ 993.00
• Printing for map and timeline:	\$ 2,000.00
• Other messages:	<u>\$ 1,000.00</u>
SECTION TOTAL	\$ 3,993.00

East Wall, Ohlone Daily Life Pre-contact: to include an original mural showing the appearance of *Pruristac*, exhibit case with pre-contact Ohlone artifacts, exhibit cases with Ohlone basket, feather cape and head dress (made for this exhibit by an Ohlone), hands-on basket interactive, flipbook on use of native plants and graphic panels on the native trail system and village headman *Yagueche*.

• Original painting of Ohlone daily life by Amy Hosa (with research and consultation with Linda Yamane, Rumsien Ohlone)	\$ 6,000.00
• Professional photographic digitization of Ohlone painting:	\$ 75.00
• Printing of mural to a wallpaper form:	\$ 1,500.00
• Installation of mural in gallery:	\$ 700.00
• Ohlone feather cape and headdress by Linda Yamane	\$ 2,676.63

• Dorfman realistic mannequin for Ohlone feather cape and headdress	\$ 4,000.00
• Mannequin Exhibit Case for feather cape and headdress	\$ 8,215.00
• Authentic reproduction Ohlone hopper basket by Linda Yamane	\$ 3,277.50
• Interpretive display rail system	\$ 875.00
• Printing text and graphic panels	\$ 1,000.00
• Flip book of native plants with artwork by Linda Yamane	\$ 200.00
• Basket-making interactive and mount	<u>\$ 1,000.00</u>

SECTION TOTAL **\$ 29,519.13**

Northeast Corner, Portolá Discovers the San Francisco Bay, 1769: to include a mural showing the expedition at Sweeney Ridge, a video station with a five-minute film on the finding of the

Bay, graphic panel on Portola's route and a sextant interactive.

• Printing of mural to a wallpaper form:	\$ 1,500.00
• Installation of mural in gallery:	\$ 700.00
• Video system, TV & mount:	\$ 993.00
• Interpretive display rail system:	\$ 875.00
• Sextant hands-on interactive and mount:	<u>\$ 850.00</u>

SECTION TOTAL **\$ 4,918.00**

Center wall, east side, Mission San Francisco de Asis, founded 1776; Mural (*Choris' Danse des Californios*), exhibit case for artifacts borrowed from the Mission, audio interactive contrasting Ohlone and mission music, graphic panels on *Yagueche's* new role under the Franciscans and baptismal scans of the former *Aramai* people.

• Modular 6-wall display system to create walls for center section (the other side of the wall will be display for American section):	\$ 8,681.26
• Digital file and permission to use <i>Choris' Danse des Californios</i> image for mural from the Getty Institute	\$ 620.00
• Printing of mural to a wallpaper form:	\$ 1,500.00
• Installation of mural in gallery:	\$ 700.00
• Interpretive display rail system	\$ 875.00
• Mannequin Exhibit Case for vestment from Mission Dolores	\$ 8,215.00

- Flip book of baptisms performed at Mission Dolores \$ 100.00
- Audio interactive \$ 3,000.00

SECTION TOTAL **\$ 23,691.26**

Wall opposite timeline, San Pedro y San Pablo Asistencia, 1786-1834 (the story of the agricultural outpost): to include an original mural showing the outpost's historical appearance, exhibit cases showing more Mission artifacts and a model of outpost, flipbook on crops grown at the outpost and a graphic panel on *Charguin*, Ohlone leader baptized at San Pedro who rebelled against the Spanish.

- Original painting of *San Pedro y San Pablo Asistencia* by Fred Sinclair \$ 1,000.00
- Professional photographic digitization of Ohlone painting: \$ 75.00
- Printing of mural to a wallpaper form: \$ 1,500.00
- Installation of mural in gallery: \$ 700.00
- Interpretive display rail system \$ 875.00
- Printing text and graphic panels \$ 1,000.00
- Case for Bible and crucifix \$ 2,500.00
- Case for mission outpost model \$ 2,500.00
- Flip book of crops grown for Mission Dolores: \$ 100.00

SECTION TOTAL **\$ 10,250.00**

West wall, Time of Francisco Sanchez, 1839-1862: to include a mural (which is an enlargement of the oldest known painting of the adobe house), the Sanchez family needlepoint (already framed), and an exhibit case showing original adobe brick, a model of the house and artifacts of the hides and tallow industry.

- Printing of mural to a wallpaper form: \$ 1,500.00
- Installation of mural in gallery: \$ 700.00
- Interpretive display rail system \$ 875.00
- Printing text and graphic panels \$ 1,000.00
- Case for Sanchez memorabilia \$ 2,500.00
- Case for Mexican trade goods \$ 2,500.00
- Case for Adobe model \$ 2,500.00
- Audio interactive \$ 3,000.00
- *Rancho* trade interactive \$ 850.00

SECTION TOTAL

\$ 15,425.00

Northwest corner, Battle of Santa Clara: to include a mural from a historic painting of the Battle and a mounted cannon used by American Marines during the "Sanchez Campaign."

- Printing of mural to a wallpaper form: \$ 1,500.00
- Installation of mural in gallery: \$ 700.00
- Interpretive display rail system \$ 875.00
- Printing text and graphic panels \$ 1,000.00
- Case for cannon \$ 3,400.00

SECTION TOTAL

\$ 7,475.00

Center wall, southwest side, American Period: to include a mural from a historic painting showing the adobe house just before its restoration.

- Printing of mural to a wallpaper form: \$ 1,500.00
- Installation of mural in gallery: \$ 700.00
- Interpretive display rail system \$ 875.00
- Printing text and graphic panels \$ 1,000.00

SECTION TOTAL

\$ 4,075.00

Center wall, northwest side, People of Today video kiosk: to include interviews of native people and descendants of the Sanchez family.

- Printing of mural to a wallpaper form: \$ 1,500.00
- Video system, TV & mount: \$ 993.00
- Printing text and graphic panels \$ 100.00

SECTION TOTAL

\$ 2,593.00

Classroom, southwest entrance, Archaeology: to include mural and artifacts:

- Printing of mural to a wallpaper form: \$ 1,500.00

- Installation of mural in gallery: \$ 700.00
- Printing text and graphic panels \$ 100.00
- Case for archaeological materials \$ 2,500.00

SECTION TOTAL \$ 4,800.00

Preparator for creation of artifact mounts & assisting in installation
(\$25/hour for 120 hours) **\$ 3,000.00**

EXHIBIT DISPLAY TOTAL \$ 109,739.39

Budget for other items for the Interpretive Center:

Throughout building

- Video surveillance system & installation Classroom/Conference Room \$ 1,400.00
- 75-80" TV, mount & sound bar: \$ 2,546.00
- 80 padded stacking chairs, 6 six-foot folding tables, 1 table rack, 6 chair dollies: \$ 6,760.00
- Locking podium: \$ 700.00
- Portable microphone system: \$ 320.00
- Mini-media player: \$ 45.00
- Miscellaneous cables: \$ 100.00
- Laptop for PowerPoint presentations \$ 770.00
- Wi-Fi Equipment & Installation \$ 1,600.00
- Miscellaneous classroom supplies: \$ 2,000.00
- Gift Shop
- Sales counter, gondola shelving, bookshelf, brochure holders Kitchen \$ 3,000.00
- Refrigerator \$ 1,000.00

SECTION TOTAL \$ 20,241.00

GRAND TOTAL \$ 129,980.39

II. Amount and Method of Payment:

Payment will be made within 30 days of receipt in the Parks Department's accounting division. A written itemized invoice identifying the Agreement Number, complete scope of work, specific work complete, location of work, and breakdown of charges is required for payment. Payments will be made only once the work is completed and the County is properly invoiced. Invoices should be sent out monthly.

In any event, the total payment for services of Contractor shall not exceed **\$130,000**, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

By signing this agreement the Contractor acknowledges that they are registered as a Public Works Contractor on the www.dir.ca.gov website.

III. Prevailing Wage

When applicable, both Contractor and Subcontractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Chapter 1, Part 7, Division 2, Section 1770 et seq and Section 1810 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Parks, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial

Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

Notice to Proceed

Contractor shall commence work upon receipt of a Notice to Proceed establishing start date, work duration, and completion date.

IV. Changes in Work

The Director of Parks or its designated representative may order changes, in writing, to the scope or character of work which are mutually acceptable, either decreasing or increasing the amount and duration of Contractor's services. In the event that such changes are ordered, Contractor shall be entitled to compensation of all work previously directed by County and performed by Contractor prior to receipt of notice of change.