

**ARTICLE 9
TERMINATION OR SUSPENSION**

9.1 This contract may be terminated by mutual agreement and consent of the parties hereto or by either party upon failure of the other party to fulfill its obligations as set forth in this contract, proper allowance being made for circumstances beyond the control of either party.

9.2 If terminated, Architect shall deliver to the Department of Public Works all drawings and records of the work compiled to the date of termination and the Parish shall pay in full for all work accomplished up to the date of termination, including any percentage earned to date.

9.3 Should the Parish find it necessary to suspend or terminate any portion of the work for lack of funding or other circumstances beyond its control, this may be done by ten (10) days notice given by the Parish in writing to that effect. If suspended, the work may be reinstated and resumed in full force and effect upon receipt from the Parish of thirty (30) days notice in writing to that effect.

9.4 This agreement shall ipso-facto terminate three years after the date of any suspension of the work as provided above if the work has not been reinstated and resumed by notice from the Parish during the three year period, and neither party shall have any further obligation to the other party.

**ARTICLE 10
DISPUTES**

10.1 Disputes: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Public Works or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract unless non-binding mediation is initiated by the Parish or the Architect. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

10.2 Non-Binding Mediation: In order to further explore efforts to resolve any conflicts that arise during or following the completion of the Project, the Parish and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

**ARTICLE 11
INDEPENDENT CONTRACTOR OBLIGATION**

11.1 Architect shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Architect shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed, with the Parish interested only in the results of the work.

**ARTICLE 12
COMPLIANCE WITH APPLICABLE LAWS**

12.1 Architect shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Architect shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.