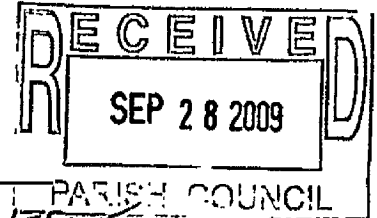


PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-5000

Today's Date: 9/28/09



Dear Chairman:

Please place my name to address the Council on:

DATE: OCTOBER 5, 2009

SPECIFIC TOPIC: EAST REGIONAL LIBRARY ISSUE
CONSTITUENT PAUL HOGAN'S LETTER

(*see specific guidelines on reverse and refer to Parish Charter- Article VII., Sec. I.)

DOCUMENTS, IF ANY: YES NO

NAME: DALE FIRMIN

MAILING ADDRESS: 716 SAINT ROSE AVE
SAINT ROSE, LA 70087

PHONE: 504-329-8065

SIGNATURE: Dale J. Firmin

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- The Home Rule Charter provides for citizens to address the Council. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
- Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council.
- Please forward supporting documents to the Council Secretary for distribution to the Parish Council before your scheduled appearance in order for the Council to prepare themselves, if necessary.
- Upon completion of your allotted time to address the Council, please respect the time given to Councilmembers to respond to your comments by not interrupting or interjecting remarks.
- **Slanderous remarks and comments will not be tolerated.** If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely

TERRY AUTHEMENT
COUNCIL CHAIRMAN

(OVER)

Dale Firmin
716 Saint Rose Avenue
Saint Rose, Louisiana 70087
September 27, 2009

Saint Charles Parish Library Board of Control
115 Mimosa Avenue
Luling, Louisiana 70070

Attention: Ms. Carolyn W. Tregre, President

Dear Ms. Tregre:

As you are aware, I addressed the Board Tuesday night with my concerns of the matter of the Library Expansion Project, as I will call it. The views that I expressed then, and now, are my opinion and are based on documented fact, which I described that night and much of which I will document now. It is my opinion that there has been several serious criminal acts with regards to the Library Expansion Project.

As you already know, the Honorable Paul Hogan, Councilman for District IV, outlined thirteen facts concerning possible unethical or criminal acts by the Library Director, Ms. Mary desBordes and has asked for an impartial investigation by an outside auditor. You refused. Furthermore, you and the other Library Board members stated that you knew all along of all of the alleged unethical acts and that they all occurred with your cooperative approval.

Mr. Hogan pointed out in his letter that Ms. desBordes has intentionally refused or failed to perform her duties lawfully required of her or has performed those duties in an unlawful matter. If true, this would be a criminal act of malfeasance in violation of R.S. 14:134(1) and (2). You, and the other Library Board members, stated that you knew full well of Ms. desBordes' actions all along and all agreed to be in full support of her actions. If her actions are indeed malfeasance, by your admission, you and the other board members have also committed criminal malfeasance, since R.S. 14:134 (3) states that any persons who "knowingly permit any other public officer or public employee, under his authority, to intentionally refuse or fail to perform any duty lawfully required of him, or to perform any such duty in an unlawful manner" has also committed criminal malfeasance. Ms. desBordes is under that authority of the Library Board. Furthermore, since the Library Board has cooperatively supported Ms. desBordes, if her actions are criminal, all of the Library Board members, by your own admission, have also committed Criminal Conspiracy in violation of R.S. 14:26. Malfeasance is punishable by up to 5 years at hard labor and \$5,000 fine. Conspiracy may double that sentence.

The Parish President and Councilmen (except two) signed a letter in full support of the actions of Ms. desBordes. They are also in a supervisory position over her. If her actions are criminal, then they too may be held for malfeasance and conspiracy.

As I explained at the meeting, everyone is in agreement that the architectural contract for the Library Expansion Project was awarded to CSRS. On June 4, 2003, Norman Chenevert left

CSRS. On June 13, 2003, he transmitted personally to Ms. desBordes a signed contract proposing himself as Chevevert Architects, LLC. See fax transmittal sheet and contract attached as Exhibit A. In this contract, he falsely states that CSRS is "now operating under the company name of Chenevert Architects; LLC." Ms. desBordes specifically knew, or should have known, or at least learned by now, that CSRS is still in business and is *not* known as Chenevert Archetects, LLC. Furthermore, the Articles of Incorporation were not submitted until three days later on June 16, 2003. See Exhibit B. Finally, Chenevert Archetects, LLC was not licensed to conduct business in Louisiana or any other state until July 1, 2003. See Exhibit C. Since this was a falsified writing submitted with the knowledge of its falsity, and it is a public record, it *may be in violation of R.S. 14:133, Filing or Maintaining False Public Records*. Since Ms. desBordes knew, should have known, or at least knows now that this is a False Public Record, for her to "maintain...any document containing a false statement or false representation of a material fact" is also a violation of this statute punishable by up to five years at hard labor and \$5,000 fine. Since every member of the Library Board specifically stated that they were well aware of all of Ms. desBordes activities, you could all be conspirators. Since she is a public employee, it could also be criminal malfeasance. Since the Library Board specifically knows this document to be false, continuing to support this contract could also be in violation of R.S. 14:133, as well as conspiracy and malfeasance. So could the Parish President and Councilmen, since they are your supervisors and know this document to be false.

Eventually, Ms. desBordes, and/or the Library Board, and/or the Parish Counsel transferred the architectural contracts from CSRS to Chenevert Architects, LLC for the Destrehan Library, Hahnville Library, Saint Rose Library and Lakewood Library. More recently, without ever going on bid, the architectural contract for the Paradis Library was given to Chenevert Architects, LLC. Another contract that never went out on bid was for building the shelves and supplying the furniture to the new Destrehan Library at a cost of \$700,000 awarded, I believe, to Leslie Herpin Interior Design of Baton Rouge. Each of these "no bid" contracts were awarded in violation of R.S. 38:2212. The local government cannot overrule this statute by ordinance or otherwise, as such would be in violation of the Louisiana Constitution, Article 6, Section 7.

Ms. desBordes, and by your collective admission, the Library Board also, specifically knew that when the Library Expansion Project "changed scope" to become a "new library" at a cost increase of \$5,000,000, that it must go out for re-bid. The parish government also knew. This is evidenced by a letter to Ms. desBordes dated August 28, 2007 from the Honorable Derryl Walls, Councilman, District IV, presented here as Exhibit D. The subject matter of this letter was brought up to the Library Board on September 18, 2007, as evidenced by the minutes of that meeting presented here as Exhibit E.

When Norman Chenevert left CSRS to start Chenevert Architects, LLC, CSRS retained his new company as a subcontractor. This is evidenced also by the letter from the Honorable Derryl Walls. This is further evidence still that Ms. desBordes, the Library Board and the Parish Counsel all knew that CSRS was *not* operating as Chenevert Architects, LLC, as the contract described above proposed. Beginning with Invoice No. 178753 submitted on August 22, 2003 and until August 30, 2005, CSRS continued to work on the project and submit invoices. Many of these invoices contain payments to Chenevert Architects, LLC as subcontractor. However

Chenevert Architects, LLC submitted invoices for the same time periods beginning with Invoice No. 178754 through 203635 for a total of 24 invoices. CSRS submitted a total of 13 invoices for the same time period. It appears that Chenevert Architects, LLC was being paid by the parish through CSRS as a subcontractor and by the parish as a direct contractor, twice, for exactly the same services on exactly the same project. These invoices need to be examined more closely.

As everyone well knows, Norman Chenevert sued Gwen Dufrene personally, specifically for making public knowledge the fact that he made false claims on his contract to the parish in that CSRS is now known as Chenevert Architects, LLC, for the purpose of obtaining contracts with the parish without bidding and to take the contracts legally awarded to CSRS away from them. The parish cooperated. Since this may be construed to be a criminal act, he sues for defamation. However his action is a SLAPP suit (Strategic Lawsuit Against Public Participation) specifically designed, not to right an injustice but to punish people who public exposes him. He cannot win and now may face a counter-suit for malicious prosecution and abuse of process. He is now refusing to cooperate with discovery *that he requested* and may have to be subpoenaed in order to force the suit forward.

As mentioned at the Library Board meeting, the Act of Donation is an onerous donation and therefore the stipulations are not legally binding since the stipulations are of a material advantage to the donor and burdensome upon the donee greater than two thirds the value of the donation at the time of donation. Louisiana Civil Code, Article 1526. Furthermore, the stipulation that, if the library is not completed within two years, the property converts back to BP for them to complete and then bill the parish, is unenforceable as it constitutes unjust enrichment. The parish is also ignoring the law that requires libraries to be built in residential neighborhoods. This site cannot be zoned residential.

The Library Board has conducted secret meetings in the past in violation of the Louisiana Constitution, Article 12, Section 3. Ms. desBordes has *documented* that the Library Board has been concealing facts from the public. Ms. desBordes also attempted to prevent Ms. Dufrene and I from speaking at the last meeting stating that we did not submit written requests. Ms. desBordes even responded to Ms. Dufrene, but did not respond to my request, although I also sent it to myself and brought with me a printed version expecting just such a deception.

The public has lost confidence in the parish government as a whole. This is evidenced by the fact that, at this last meeting where I spoke, Ms. desBordes was shaking her head in agreement when I mentioned that there has been an "outrageous" number of requests for public documents on this single issue. There have also been refusals to allow access to public records and an attempt to circumvent the Louisiana Public Records Act. To refuse to allow access to public records in Louisiana is a criminal act in violation of R.S. 14:134. As further evidence of the public's interest, there have been an unusual number of requests for a DVD copy of the last Library Board meeting. Evidently the public is very interested and would like to see an investigation.

I believe that there is a whole lot more to this issue than just what I outlined here. I believe that this issue needs a criminal investigation into the Library Board, the parish government and the issues regarding the false statements on the contract and what appears to be

false billing or double billing. Since the parish government seems to be involved and refuses to investigate and fears an independent auditor, I will be seeking just such an investigation independently and use Mr. Hogan's request as well.

The library site is contaminated. It contains a multitude of persistent chemical contaminants and the site has not be cleaned. The LDEQ report was examined by an independent environmental chemist who submitted a report stating that the LDEQ confusingly used many different standards for each contaminate rather than one standard for all contaminants. If one standard were to be used for each of the contaminants, the site would not pass. It appears that the LDEQ was motivated to pass the site regardless of the contaminate level. I shall be requesting the EPA to investigate it.

I cannot help but speculate as to why the parish would go through so much trouble and risk criminal prosecution for this library. If this site were allowed to be put back into play, it would be an ideal location for a hotel. I would not be surprised to learn in the future that someone with high political connections persuaded the LDEQ to pass the site in order for him to build a hotel on the site. Rumors already exist that just such a person has already negotiated with BP for the purchase of a tract of the land for a hotel.

The parish has been frivolous and misleading with its funds. The public is untrusting. I hope that they show their mistrust by refusing to renew the millage.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale J. Firmin", with a long horizontal flourish extending to the right.

Dale Firmin

Transmittal

COPIES	DESCRIPTION
* 4	Signed Contracts

REMARKS

Please find attached for your review and approval. Should you have any questions, do not hesitate to call me.

Thank you

EXHIBIT
A

Mary -
I sent 1 copy
to Norman & 1
copy to Christina
in Finance &
Tammy

TO
St. Charles Parish Library
105 Lakewood Drive
Luling, LA 70070

PH (985) 783-8464

ATTENTION
Ms. Mary desBordes

DATE
* Jun 13, 2003

PROJECT NAME
St. Charles Parish East Regional
Library Renovations.

PROJECT NUMBER
22097.00

FROM
Norman J. Chenevert, AIA

WE ARE SENDING
Attached

VIA
Federal Express

6767 Perkins Road, Suite 200
Baton Rouge, LA 70808
PH 225-769-0548
FX 225-767-0060
WEB www.csrsonline.com

**PROPOSED
CONTRACT FOR
ARCHITECTURAL SERVICES**

The Qualification Based Selection Review Panel of St. Charles Parish selected CSRS (Chenevert Songy Rodi Soderberg, Inc.) as the firm to provide architectural services to the St. Charles Parish Library for the East Regional Library Expansion Project (P030306) on May 14, 2003. This firm, and the persons listed in the proposal made by CSRS, is now operating under the company name Chenevert Architects, LLC and shall be known henceforth in this contract.

THIS AGREEMENT made and effective as of the _____ day of _____, 2003, by and between St. Charles Parish Library Board of Control, its President who is duly authorized to act in behalf of Parish Library Board hereinafter called the "OWNER", and Chenevert Architects, (CA), a Limited Liability Corporation acting herein by and through its Contracting Officer, hereinafter called the "ARCHITECT". Whereas the OWNER desires to employ a professional consulting architectural firm to perform Architectural Services for the planned construction of the St. Charles Parish Library, East Regional Branch Library Expansion St. Charles Parish Project #P030306.

1.0 GENERAL

The OWNER agrees to employ the ARCHITECT, and the ARCHITECT agrees to perform professional architectural services for the Project as set forth in this Agreement. The ARCHITECT's services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ARCHITECT

2.1 General

2.1.1 ARCHITECT shall provide OWNER professional architectural Programming, Design, Bidding and Construction Administration services on the Project. These services will include serving as OWNER's professional architectural representative for the Project, providing professional architectural/engineering consultation and advice, and furnishing architectural, civil, structural, mechanical, and electrical, engineering services and construction administration as set forth in this Agreement.

2.1.2 The ARCHITECT's services, as set forth in this Agreement, are to be provided for the following two part scope:

- a. Part I -- Architectural Programming for the St. Charles Parish, East Regional Branch Library Expansion.
- b. Part II -- Architectural Services to Implement Part I

2.1.3 Services provided by ARCHITECT shall be performed in accordance with generally accepted professional architectural practice at the time when and the place where the services are rendered.

2.1.4 ARCHITECT shall obtain from OWNER authorization to proceed in writing for each phase of the Project.

2.1.5 ARCHITECT shall prepare and submit to OWNER minutes of all meetings with OWNER regarding work performed or to be performed by the ARCHITECT.

2.2 Architectural Programming

2.2.1 Reviewing data furnished by OWNER and consulting with the OWNER to clarify and define the OWNER's requirements for the project.

2.2.2 Conduct a pre-design meeting workshop with the OWNER.

2.2.3 Advising OWNER as to the necessity of providing or obtaining from others additional data or services. These additional services may include Library consultant, photogrammetry, reconnaissance surveys, property surveys, topographic surveys, geotechnical investigations and consultation, compilation of hydrological data, materials engineering, materials testing, and environmental assessments and impact statements.

2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.

2.2.5 Providing analyses of the OWNER's needs, planning surveys, and comparative evaluations of prospective site plans and solutions.

2.2.6 Preparing a comprehensive Architectural Programming Report presenting selected solutions to the OWNER with the ARCHITECT's findings and recommendations. The architect will agree to make reasonable minor revisions within the original scope of the project. The report will contain diagrammatic layouts, preliminary design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction), and the ARCHITECT's conceptual opinion of probable costs for the project. Six (6) copies of the report shall be provided to the OWNER.

2.2.7 Meet the OWNER and present findings of the Architectural Program Report Phase.

2.2.8 The Architectural Program Report Phase shall be completed and ARCHITECT's documentation and opinion of costs submitted to OWNER within sixty (60) calendar days following written authorization from OWNER to ARCHITECT to proceed with phase of the Project.

2.3 Schematic and Design Development Phases

2.3.1 The Schematic Design Phase report will summarize the process and design criteria established in the Architectural Program Phase. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties. The architect agrees to make minor reasonable revisions within the original scope of the project. Six (6) copies of the report shall be provided to the OWNER.

2.3.2 The Schematic Design Phase will be completed and ARCHITECT's opinion of costs submitted to the OWNER within 60 calendar days following written authorization from OWNER to ARCHITECT to proceed with that phase of the Project.

2.3.3 The Design Development Phase: Based on the approved Schematic Design Documents and any adjustments authorized by the OWNER in the program, schedule or construction budget, the ARCHITECT shall prepare for approval by the OWNER, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The ARCHITECT shall advise the OWNER of any adjustments to the preliminary estimate of construction costs. The Architect will incorporate no less than the minimum design standards relating to the "Life Safety Code," "Standard Building Code," ADAG, etc. Six (6) copies of the report, shall be provided to the OWNER.

2.3.4 The Design Development Phase will be completed and ARCHITECT's opinion of costs submitted to the OWNER within 60 calendar days following written authorization from OWNER to ARCHITECT to proceed with that phase of the Project.

2.4 Construction Documents Phase

2.4.1 Prepare for incorporation in Contract Documents final drawings based on the accepted Design Development Documents to show the general scope, extent and character of the work to be furnished and performed by Contractor (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

- 2.4.2 Preparing and furnishing to the OWNER a revised opinion of probable total Project costs based on the final drawings and specifications.
- 2.4.3 Furnishing the necessary engineering data required to apply for regulatory permits from local, state, or federal authorities. This is distinguished from and does not include detailed applications and supporting documents for wetlands permitting (if any) nor any government grant-in-aid or planning grants that would be furnished as additional services. Preparing documents related to construction contracts for review and approval by the OWNER (and the OWNER's legal and other advisors). These include a form contract agreement for the construction of the Project, general and supplementary conditions of the contract for construction of the Project, invitations to bid (but not the advertisement to be published, if any), instructions to bidders, and preparation of other contract related document as specified in the general and supplementary conditions as approved by the OWNER. The OWNER shall review, approve, and be solely responsible for the contents of all such documents upon execution by the OWNER and contractor(s) engaged to construct the Project.
- 2.4.4 Furnishing to, present and review in person with OWNER. Two (2) copies of the above documents and of the Drawings and technical specifications.
- 2.4.5 The Construction Document Phase Services shall be completed and ARCHITECT's documentation and opinion of costs submitted to the OWNER within 90 calendar days following written authorization from the OWNER to ARCHITECT to proceed with that phase of the project.
- 2.5 Bidding Phase
- 2.5.1 Prepare and provide to the OWNER for the OWNER's review and approval Bidding Documents consisting of Drawings (22" by 34" format), technical specifications, a form contract agreement for the construction of the Project, general and supplementary conditions of the contract for construction of the Project, invitations to bid (but not the advertisement to be published, if any), instructions to bidders, and preparation of other contract related document as specified in the general and supplementary conditions as approved by the OWNER. The cost of reproducing the Contract Documents shall be paid for by the BIDDERS.
- 2.5.2 Assist OWNER in advertising for and obtaining bids for construction of the Project; and maintain a record of prospective bidders to whom Bidding Documents have been issued. Attend pre-bid conference(s) (if any) as the OWNER's representative and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.

2.5.3 Issue addenda as approved by the OWNER to interpret, clarify or expand the Bidding Documents.

2.5.4 Advise OWNER in writing as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is provided by the Bidding Documents.

2.5.5 Advise OWNER in writing concerning the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is permitted by the Bidding Documents.

2.5.6 Attend the bid opening, prepare bid tabulation sheets and advise OWNER in evaluating bids or proposals and contract award. Assemble contract documents for execution.

2.6 Construction Phase

2.6.1 General Administration of Construction Contract. The ARCHITECT will provide administration of the Contract as described in this Agreement, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) upon the Owner's specific direction and for additional compensation on an hourly basis as set forth herein, assist OWNER during the time corrective work is performed by the Contractor (if any). The ARCHITECT will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in this Agreement, unless otherwise modified by written instrument in accordance with other provisions of the Agreement.

2.6.2 Visits to Site and Observation of Construction.

2.6.2.1 The ARCHITECT will visit the site at periodic weekly intervals, which are appropriate to the stage of construction to become familiar with the progress and quality of the completed Work and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of such on-site observations, the ARCHITECT will keep the OWNER informed of progress of the Work through weekly written and photographed "Field Reports", and will guard the OWNER against defects and deficiencies in the Work.

2.6.2.2 The ARCHITECT will not have control over or charge of and will not be responsible in an manner whatsoever for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The ARCHITECT will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Architect will be responsible, through a full-time Resident Project Representative as an additional service, to ensure the work is performed in compliance with the Contract Documents.

2.6.3 Defective Work. During such visits and on the basis of such observations, ARCHITECT shall, on behalf of and as agent for the OWNER, disapprove of or reject Contractor's work while it is in progress if ARCHITECT believes that such work will not produce a completed Project that conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.6.4 Interpretations and Clarifications. ARCHITECT may issue written interpretations and clarifications of the Contract Documents consistent with the intent of or reasonably inferable from the Contract Documents, and shall be responsible for results of any such interpretations or decisions, which are rendered in good faith.

- 2.6.5 Shop Drawings. ARCHITECT shall review and approve in writing (or take other appropriate action in respect of) shop drawings (as that term is defined in the General Conditions), samples and other data which Contractor is required to submit, but only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Review of such shop drawings or other submittals by the ARCHITECT is not conducted for the purpose of determining the accuracy and completeness of detailed information such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The ARCHITECT's review of the Contractor's submittals is done solely in his capacity as interpreter of the intent of the Contract Documents and shall in no way relieve the Contractor of his obligations to construct the Project in strict accordance with the Contract Documents. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification or performance characteristics of materials, systems or equipment is required by the Contract Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will specifically meet the performance criteria required by the Contract Documents.
- 2.6.6 Substitutes. ARCHITECT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make written recommendations to OWNER for OWNER's written approval. When approval or notice is required in writing no oral substitute shall be allowed.
- 2.6.7 Inspections and Tests. ARCHITECT shall have authority, as OWNER's agent and with OWNER's written approval, to require special inspection or testing of the work, to receive and review all certificates or other documents of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents, but only to determine generally that their content complies with the requirements of, and the results indicate compliance with, the Contract Documents.
- 2.6.8 Disputes between OWNER and Contractor. ARCHITECT may act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make written recommendations on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

2.6.9 Applications for Payment. Based on ARCHITECT's on-site observations, on information provided by the OWNER, or its designated representative, and on review of applications for payment and the accompanying data and schedules as submitted by the Contractor in accordance with the Contract Documents:

2.6.9.1 ARCHITECT shall issue to the Owner the ARCHITECT's opinion of the amount owed to the Contractor and recommend in writing the amount of payment, which the Owner should make to the Contractor. This recommendation of payment by the ARCHITECT to the Owner shall be based on the Architect's observations and information received from OWNER and Contractor, and serve as the ARCHITECT's best judgment that the work has progressed to the point indicated by the Contractor and, that to the best of the ARCHITECT's information, knowledge and belief, that the quality of such work is in accordance with the Contract Documents, subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, and further subject to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the ARCHITECT's recommendation. All such recommendations shall be made by the ARCHITECT in his capacity as adviser to the Owner and the OWNER shall be the party ultimately responsible for determining the amounts (if any) to be paid and the actual payments to the Contractor.

2.6.9.2 ARCHITECT will, to the best of his ability, check the quality and quantity of the contractors work within the basic services and the services of the full-time Project Representative.

2.6.10 Construction Close-out Documents. ARCHITECT shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their submission and content generally complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

2.6.11 ARCHITECT shall visit the site to observe if and determine when the work is substantially complete and a final site visit to observe if the completed work is acceptable. If the completed work is acceptable in the ARCHITECT's opinion, the ARCHITECT shall recommend, in writing, to the OWNER that final payment be made to the Contractor and shall give written notice to OWNER and the Contractor that the work is acceptable (subject to any conditions therein expressed).

2.6.12 Pre-construction Conference. ARCHITECT shall assist OWNER in conducting a pre-construction conference with Contractor for the project to discuss construction related matters.

2.6.13 Material Testing. OWNER shall select independent material testing labs. ARCHITECT shall review testing results and based on these results, recommend to OWNER the acceptability of material provided by the Contractor and used in the Project.

2.6.14 Limitation of Responsibilities. ARCHITECT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except ARCHITECT's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.14 inclusive, shall be construed to release ARCHITECT from liability for failure to properly perform duties and responsibilities specifically to be performed by ARCHITECT in this Agreement.

2.6.15 Changes in the Work. The OWNER reserves unto itself the exclusive right to order, direct or agree to any changes or modifications in the work to be performed by the Contractor as that work is set forth in the Contract Documents. ARCHITECT shall act only as advisor to OWNER or, upon direction of the OWNER, as OWNER's agent concerning any and all changes or modifications to the Contract Documents.

2.7 Closeout and Operational Phase

During this Phase, ARCHITECT shall:

2.7.1 Assemble and deliver to the OWNER, from documents supplied by the Contractor(s), three (3) complete sets of equipment manufacturer's operation and maintenance manuals in good order for OWNER's future reference.

2.7.2 Assemble and deliver to the OWNER two (2) complete sets of finalized shop drawings in good order for OWNER's future reference.

2.7.3 Provide technical consultation and assistance in correcting warranty items.

4.1.2 For Part II - Architectural services to implement Part I, performing services stated in paragraphs 2.3 through 2.7.5 inclusive, the Basic Fee shall be calculated as a percentage of the actual construction cost for improvement designed by the ARCHITECT in accordance with the following:

▪ BASIC FEE

- a) Schematic Design, Design Development, Construction Document Phases:

$$\frac{42.75}{\text{Log (AFC)}} \times 1.25 \text{ (Renovation Factor)} = \text{(Fee Amount)}$$

Note: AFC means amount for construction. No work shall be performed on Part II until written "Notice to Proceed" is issued by the Library Board of Control.

▪ HOURLY FEE

- b) Bidding and Construction Phases:

Hourly

▪ REIMBURSABLE EXPENSES

- a) For normal and usual expenses incurred by the Architect in conjunction with the project such as reproductions, travel & lodging, long distance communications, etc. the OWNER will reimburse the ARCHITECT as follows:

$$\text{Direct Cost} \times 1.10$$

4.1.3 For the purpose of budget and payments to the ARCHITECT during the Design phases, and until such time as bids are received and accepted, it is agreed that the estimated construction cost for the project shall be the basis for payment or as later revised by the OWNER with concurrence of the ARCHITECT.

4.1.4 At the time bids are accepted, the ARCHITECT's Basic Fee shall be adjusted to reflect construction cost based on the lowest combination of acceptable bids for the Project as established in 4.1.1.

4.1.5 For performing services stated in Section 2.2 (Paragraphs 2.2.1 through 2.2.8 inclusive) OWNER agrees to pay ARCHITECT as described in Part I Proposal dated 2/12/97 in partial payments on a monthly basis, based on the ARCHITECT'S estimate of completion.

- 4.1.6 For performing services stated in Section 2.3 (paragraphs 2.3.1 through 2.4.5 inclusive) OWNER agrees to pay ARCHITECT as follows:

One hundred percent (100%) of the Basic Fee. Said fee shall be payable in partial payments on a monthly basis, based on the ARCHITECT'S estimate of completion.

- 4.1.7 For performing services outlined in Section 2.5 (Paragraphs 2.5.1 through 2.5.6 inclusive).

Section 2.6, (Paragraphs 2.6.1 through 2.6.15 inclusive), and Section 2.7, (Paragraphs 2.7.1 through 2.7.5 inclusive), the OWNER agrees to pay ARCHITECT as follows:

Hourly based on the attached "Schedule of Rates and Changes". Said fee shall be payable on a monthly basis.

- 4.2 For performing all other services including, but not limited to, environmental assessment, landscape design, interior design, wetlands permitting, land acquisition, Geotechnical Resident Architect and Inspection, surveying, etc., the OWNER agrees to pay the ARCHITECT on an hourly rate for those services. The payment shall be based on the hourly rate for the person assigned to the particular task as per the attached hourly rate schedule. The OWNER shall authorize additional services in writing.

- 4.3 Payment for basic and additional services will be made by OWNER at monthly statements submitted by the ARCHITECT within thirty (30) days of receipt of ARCHITECT'S invoice. Interest for late payments shall accrue at a reasonable rate of interest per annum.

- 4.4 If the OWNER requests additional services not heretofore considered, the OWNER agrees to pay the ARCHITECT for such services a previously agreed sum, such sum to be established in each case when the scope of the work involved has been determined and before any of the additional services are provided.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ARCHITECTURAL SERVICES

- 5.1 When authorized in writing by the OWNER, the ARCHITECT will furnish additional Services as enumerated hereinafter.

5.1.1 Providing necessary boundary and design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2 Furnish survey personnel to lay out and stake out for construction, giving line location and grade stakes at the required intervals.

- 5.1.3 Prepare to and serve as an expert witness for the OWNER in any litigation.
- 5.1.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the OWNER that the completed project will conform to the requirements of the contract documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the ARCHITECT responsible for construction means, techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the OWNER for each Resident Inspector assigned to the project. The OWNER retains the right to disapprove the use of any Resident Inspector the OWNER feels is, for any reason, not qualified.
- 5.1.5 Act as the OWNER's representative in coordination of and be present during negotiations between OWNER and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ARCHITECT's control as approved by OWNER.
- 5.1.7 Providing renderings or models for OWNER's use.
- 5.1.8 Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services. Providing bidding phase, construction phase, or other services necessary to support more than bidding effort and/or one contract to construct the facilities designed in this Project. Providing revised drawings, specifications or other Contract Documents, which may be requested by the OWNER to reduce the cost of the Project post-bid.

5.1.11 Provide technical consultation and advice on the complete Project.

6.0 OWNERSHIP OF DOCUMENTS

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the OWNER and shall be made available for OWNER's inspection at any time during the project. Three copies of the plans, specifications and reports shall be delivered to the OWNER prior to termination or final completion of the contract.
- 6.2 ARCHITECT may retain a set of any and all documents in any way relating to the Project for its files.
- 6.3 Reuse of Documents: Any reuse of documents or materials without written authorization or adaptation by ARCHITECT to the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT or to ARCHITECT's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to, reports, maps, or other documents produced as a result of this contract, in whole or in part, shall be available to ARCHITECT for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the OWNER and all such rights shall belong to the OWNER, and the OWNER shall be the sole and exclusive entity who may exercise such rights.

7.0 TERMINATION

- 7.1 This agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.
- 7.2 The ARCHITECT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contract are chargeable to this agreement.
- 7.3 The ARCHITECT shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed under this agreement to the date of termination.
- 7.4 The OWNER shall then pay the ARCHITECT promptly that portion of prescribed fee which the services actually performed under this agreement bear to the total services called for under the fee as have been previously made.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES

8.1 The ARCHITECT hereby agrees to comply with all Federal, State, and Local laws and ordinances applicable to the work or services under this Agreement.

9.0 SUCCESSORS AND ASSIGNS

9.1 OWNER and ARCHITECT each bind himself, his successors, executors, administrators and assigns to the other party to this agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this agreement.

10.0 INSURANCE

10.1 The ARCHITECT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this agreement. Insurance for bodily injury or death shall be in the amount of FIVE THOUSAND AND NO/100 (\$500,000.00) DOLLARS for one person and not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for all injuries and/or death resulting from any one occurrence. the insurance for property damage shall be in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS for each accident and not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS aggregate.

10.2 The ARCHITECT shall also secure and maintain at his expense professional liability insurance in the sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS.

10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be canceled without ten (10) days prior written notice to the OWNER. The OWNER may examine the policies.

11.0 GENERAL

11.1 The ARCHITECT shall indemnify and save harmless the OWNER against claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from, or by reason of any negligent act by the ARCHITECT, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the ARCHITECT shall be acting in the capacity of the independent contractors and not as employees of the OWNER. The OWNER shall not be obligated to any person, firm or corporation for any obligations of the ARCHITECT arising from the performance of their services under this Agreement. The ARCHITECT shall be authorized to represent the OWNER with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this contract.
- 11.3 The ARCHITECT warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the ARCHITECT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the ARCHITECT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability.
- 11.4 This agreement being for the personal services of the ARCHITECT shall not be assigned or subcontracted in whole or in part by the ARCHITECT as to the services to be performed hereunder without the written consent of the OWNER.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions thereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party. The parties hereby agree that prior to and as a precondition of the institution of any legal proceedings involving the other party hereto, that the dispute may at the option and agreement of either party be submitted to non-binding mediation with each party to pay one-half of costs. Venue for any litigation arising out of this contract shall be St. Charles Parish.
- 11.6 No member of the governing body of the OWNER and no other officer, employee, or agent of the OWNER who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the ARCHITECT shall take appropriate steps to assure compliance.
- 11.7 No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the ARCHITECT shall take appropriate steps to assure compliance.

11.8 The ARCHITECT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the Project site or any parcels therein. The ARCHITECT further covenants that in the performance of this Agreement no person having any such interest shall be directly employed by ARCHITECT.

12.0 ACCESS TO SITE

12.1 ACCESS. OWNER shall be fully responsible for obtaining the necessary access authorizations to allow ARCHITECT, it's agents, subcontractors and representatives, to have access to all areas of public and private property as required by ARCHITECT in order to perform its services under this Agreement.

13.0 WARRANTY

13.1 Chenevert, Architects, LLC warrants that it will perform its design services with the degree of skill and to the standard of care required of the architectural profession.

13.2 The obligations expressed in 13.1 in no way limit the ARCHITECT's obligations expressed elsewhere in this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day and year first above mentioned.

ST. CHARLES PARISH

ATTEST:

St. Charles Parish Library
Board of Control

Willie D. Scott Sr.

Willie D. Scott, Sr.
President

ATTEST:

Tunde H. Gray
Daffinger

Chenevert Architect, LLC

Norman J. Chenevert
Norman J. Chenevert, AIA
Sole Member



Louisiana Secretary of State
COMMERCIAL DIVISION
Corporations Database



**Louisiana Secretary of State
Detailed Record**

Charter/Organization ID: 35500872K

Name: CHENEVERT ARCHITECTS LLC

Type Entity: Limited Liability Company

Status: Active

Annual Report Status: In Good Standing

Add Certificate of Good Standing to Shopping Cart

Last Report Filed on 05/23/2008

Mailing Address: C/O NORMAN J. CHENEVERT, 232 THIRD ST., STE. 100, BATON ROUGE, LA 70801

Domicile Address: 232 THIRD ST., STE. 100, BATON ROUGE, LA 70801

File Date: 06/16/2003

Registered Agent (Appointed 6/16/2003): NORMAN J. CHENEVERT, 232 THIRD ST., STE. 100, BATON ROUGE, LA 70801

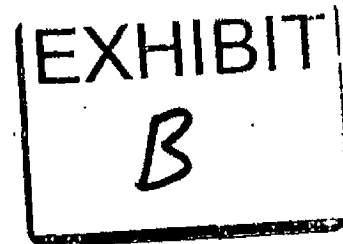
Member: NORMAN J. CHENEVERT, 232 THIRD ST., STE. 100, BATON ROUGE, LA 70801

Member: JOSEPH DYKE NELSON, 6237 RIVERBEND, BATON ROUGE, LA 70820

Member: REGINA CHERYL ARCENEUX, 15320 HONORS CRT. DR., BATON ROUGE, LA 70808

Additional officers may exist on document

Amendments on File
RESTATED ARTICLES (11/08/2006)
AMENDMENT (11/08/2006)
AMENDMENT (10/28/2005)



[New Search](#)

[View Cart](#)



Department of Finance

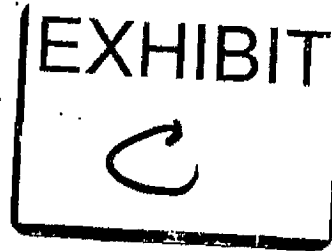
City of Baton Rouge
Parish of East Baton Rouge

222 St. Louis Street
Post Office Box 2590
Baton Rouge, Louisiana 70821

225/389-3079
FAX 225/389-5369

REVENUE DIVISION

August 25, 2008



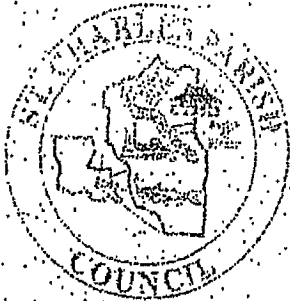
According to records maintained in this office, Chenevert Architects LLC began operation on July 01, 2003.

If you have any questions regarding this information, please contact the Finance Department/Revenue Division at 225-389-3084.

Sincerely,

A handwritten signature in cursive script that reads "Gwen Thompson".

Gwen Thompson
Revenue Supervisor



PARISH OF ST. CHARLES

DERRYL WALLS
COUNCILMAN, DISTRICT IV

August 28, 2007

EXHIBIT
D

Ms. Mary desBordes, Director
St. Charles Parish Library
P.O. Box 949
Luling, LA 70070

Dear Ms. desBordes:

I listened with extreme interest to your statements at the August 20th Parish Council Meeting regarding the millage. As a contractor, I was beside myself to learn that the new East Bank Library cost went from \$3.5 million to approximately \$8.5 million since Hurricane Katrina.

From the Council Records Department I was able to obtain copies of the floor plan, plus itemized project costs of \$8,263,177.00. Please provide copies of all paperwork regarding this library at the cost of \$3.5 million, which you indicated on Monday night. I understand that the Qualification Based Selection Review Panel of St. Charles Parish selected CSRC as the firm to provide architectural services. In a transmittal dated May 3, 2006, "Contract Amendment #1" the fee formula was adjusted; please provide me a copy of the original fee formula. What is the time frame for this project? When is it expected to go out on bid?

In your letter dated May 18, 2007, you indicated that the historic American Legion building had revealed a multitude of problems. Please send me in writing a copy of this report and who did the preliminary examination.

Furthermore, in answering your questions regarding a "Satellite Library Center", I am fully aware that a full-staffed, five-day a week center is not feasible. However, the residents of Des Allemands and the surrounding area are very interested, and as taxpayers, are entitled to reasonable library service in the area. My suggestion, after researching other areas of the country using Satellite Libraries, would be to have a satellite branch opened two afternoons a week, with computer and internet services available to the children for research purposes. Research material could be available to benefit the school children working on projects and a program could be set in place where pre-requested material could be delivered from other branches for pick-up, as well as, using this as a drop off point for returning books.

Once I have reviewed this material, I would like to sit down with you and discuss these options and suggestions.

Should you have any questions, I can be reached through the Council Secretary, Mrs. Barbara Jacob-Tucker.

Sincerely,

DERRYL WALLS
COUNCILMAN, DISTRICT IV

DW/BJT:ag

Office
St. Charles Parish
P.O. Box 302
Lahnville, LA 70057
(985) 783-5000
Fax: (985) 783-3007
http://www.st-charles.la.us

Residence:
P.O. Box 581
Des Allemands, LA 70039
(985) 755-7994
Fax: (985) 755-3445
Email: dwalls@st-charles.la.us

ST. CHARLES PARISH LIBRARY
Board of Control Meeting
September 18, 2007
6:00 p.m.
MINUTES



A regular meeting of the St. Charles Parish Library Board of Control was held at 6:00 p.m., Tuesday, September 18, 2007, in the Council Chamber at the Courthouse in Hahnville.

Members present: Carolyn Tregre, Mary Bunch, Lynette Bush, and Willie D. Scott, Sr.

Members absent: Dolores Chauffe

Staff present: Mary desBordes

Others: None

Mr. Scott called the meeting to order and asked for a moment of silent prayer, which was followed by the Pledge of Allegiance.

Mr. Scott asked for approval of the minutes of the July 17, 2007 meeting. Mrs. Bunch moved that *the minutes be approved as mailed*. Mrs. Bush seconded the motion and the motion passed.

The attendance report for Board members was completed.

Under the Librarian's report, Ms desBordes informed the Board that the first phase of work on the new doors at the West library is substantially complete. The second phase, installation of the interior automatic doors will be performed during off-hours when the doors arrive in approximately eight weeks. Ms desBordes has received a letter from Councilman Wall, requesting information concerning the East building project and the proposed satellite library. She will be gathering the information for his review. The 2007 Summer Reading finished up at the end of July. Numbers of young people signing up and completing the "reading program" have declined, but attendance at programs has increased, especially among young adults. Copies of statistical information regarding revenues and expenditures for the year to date will to be mailed with the minutes of this meeting.

The first item of old business taken up was the status of the East Expansion project. Ms desBordes reported that the staff committee is reviewing the draft construction documents. It is projected that the project will go out to bid before the end of the year.

The next item of old business was Resolution 07-2, which would revise the Library Board of Control By-Laws to include the process of orientation of new Board members by the Board Vice President).