

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2006 CA 0147

J. CALDARERA & CO., INC.

VERSUS

STATE OF LOUISIANA

Judgment Rendered: December 28, 2006.

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On Appeal from the
19th Judicial District Court,
In and for the Parish of East Baton Rouge,
State of Louisiana
Trial Court No. 534,404

Honorable R. Michael Caldwell, Judge Presiding

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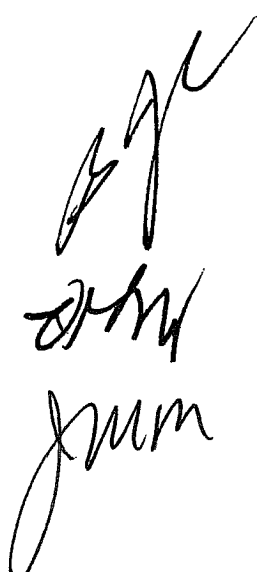
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* * * * *

BEFORE: CARTER, C.J., WHIPPLE AND MCDONALD, JJ.



CARTER, C. J.

This appeal by the State of Louisiana, through the Division of Administration (“the State”), concerns the interpretation of a contract entered into by the State and J. Caldarera & Company, Inc. (“Caldarera”), for the construction of a museum. The contract is a standard form contract for construction published by the American Institute of Architects (“AIA”), as revised by a set of supplementary conditions. Specifically, the supplementary conditions state that Section 4.5 of the AIA contract entitled “Arbitration” is deleted, in its entirety. However, other references to arbitration remain in the contract.¹

Section 4.4 provides that claims under the contract are first to be reviewed by the Architect, and the Architect’s final decision is “subject to arbitration.” Interpreting this provision in light of the other provisions of the contract referencing arbitration so that it is given the meaning suggested by the agreement as a whole, we find that the contract does require arbitration. The arbitration clause of section 4.4 has a reasonably clear and ascertainable meaning and is enforceable. See Kosmala v. Paul, 569 So.2d 158, 162 (La. App. 1 Cir. 1990), writ denied, 572 So.2d 91 (La. 1991). We agree with Caldarera that the deletion of the section entitled “Arbitration” only affected the procedure to be used during arbitration.

For the foregoing reasons, the judgment of the trial court is affirmed. Costs of appeal in the amount of \$521.01 are assessed to the State of Louisiana, through the Division of Administration.

AFFIRMED.

¹ The exact contract at issue, complete with supplementary conditions deleting that section of the AIA contract entitled “Arbitration,” was interpreted by the Fifth Circuit Court of Appeal to require arbitration. **J. Caldarera & Company v. Louisiana Stadium and Exposition District**, 98-294 (La. App. 5 Cir. 12/16/98), 725 So.2d 549. After that decision was rendered, the State nonetheless bound itself to the same contractual terms with the same contractor involved in the fifth circuit case, resulting in the present dispute.