

Judgment rendered December 8, 2006.

No. 41,460-CA

ON REHEARING

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

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THE NEWMAN MARCHIVE
PARTNERSHIP, INC.

Plaintiff-Appellee

versus

CITY OF SHREVEPORT

Defendant-Appellant

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PER CURIAM ON REHEARING

Originally Appealed from the
First Judicial District Court for the
Parish of Caddo, Louisiana
Trial Court No. 478,933

Honorable Charles R. Scott, Judge

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WEEMS, SCHIMPF, HARRIS, LANDRY
& CARMOUCHE

Counsel for
Appellant

By: Brian D. Landry
Carey T. Schimpf
Kenneth P. Haines

WIENER, WEISS & MADISON

Counsel for
Appellee

By: John M. Madison, Jr.
Allyn Stroud

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Before STEWART, CARAWAY, DREW, MOORE
and SEXTON (Pro Tempore), JJ.

PER CURIAM

The Newman Marchive Partnership, Inc., applied for rehearing of the judgment rendered November 1, 2006, which reduced the amount awarded by the trial court to \$414,200.45. Though we deny the application for rehearing, we have considered the contention that the total award was improperly calculated. This consideration entailed review of the amounts awarded in the trial court and on appeal. As a result, error was found in the calculations of both courts.

On page 25 of its “Findings of Fact and Conclusions of Law,” the trial court set forth the amounts awarded for each claim of basic and additional services.

Municipal Court Building & Central Energy Plant Arch. Fee	\$8,225.22
Municipal Court Building & Central Energy Plant Project Mgmt. Fee	\$18,217.94
Police Building Arch. Fee	\$0
Police Building Project Mgmt. Fee	\$0
Police Building Redesign Arch. Fee	\$74,920.44
Electrical Feeder & Data Cable Routing Project Mgmt. Fee	\$3,822.00
Central Energy Plant Service Extension Project Mgmt. Fee	\$5,152.00
Engineering / CSB Renovation Arch. Fee	\$69,492.50
Court Plaza Arch. Fee	\$14,103.36
Governmental Center Signage Arch. Fee	\$0
Municipal Court Building Specialized Programming & Planning	\$29,020.39
Police Building Specialized Programming & Planning	\$20,106.10
Delays - Court Building & Central Energy Plant	\$39,373.60
Punch List Items Delay -Court Building & Central Energy Plant	\$39,009.32
A/E Selection Services	\$25,000
Masterplan Cost Comparison	\$0
Campus Plan Energy Study	\$0

The awards total \$346,442.87, and five percent of this amount should have been awarded as part of the termination expenses. However, on page 24, the trial court used the amount of \$346,892.87 in calculating the termination

expenses due on the claims awarded at trial. The trial court should have calculated termination expenses on the claims awarded as $\$346,442.87 \times .05 = \$17,322.14$. Termination expenses due on the amount paid by the City was calculated as $\$2,238,187.47 \times .05 = \$111,909.38$. Therefore, total termination expenses under the trial court's judgment should have been $\$111,909.38 + \$17,322.14 = \$129,231.52$, instead of the $\$129,254.02$ awarded by the trial court. The principal amount awarded in the trial court's judgment should have been $\$346,442.87 + \$129,231.52 = \$475,674.39$.

The judgment on appeal amended the trial court's judgment by deducting $\$19,200$ from the award for the Police Building Redesign Architectural Fee and vacating the award of $\$39,373.60$ for the Delays - Court Building & Central Energy Plant. These amounts deducted from the corrected trial court award of $\$346,442.87$ leaves the amount of $\$287,869.27$. Termination expenses on this amount is $\$287,869.27 \times .05 = \$14,393.46$. Total termination expenses are $\$111,909.38 + \$14,393.46 = \$126,302.84$. Therefore, the corrected total judgment on appeal is $\$287,869.27 + \$126,302.84 = \$414,172.11$.

Accordingly, we amend our judgment to reflect a total award of $\$414,172.11$.

JUDGMENT AMENDED.