

LEGAL SERVICES SUPPLEMENTAL AGREEMENT

THIS Supplemental Agreement is made and entered into by and between the North Carolina Department of Transportation, an agency of the State of North Carolina (hereinafter, "Agency") and **Teague Campbell Dennis & Gorham, LLP**, 4700 Falls of Neuse Road, Suite 450 (27609), P.O. Box 19207, Raleigh, N.C. 27619-9207, 919.873.0166 telephone, 919.873.1814 fax.

WITNESSETH

- 1) WHEREAS, Agency agrees to hire the services of **Teague Campbell Dennis & Gorham, LLP**, 4700 Falls of Neuse Road, Suite 450 (27609), P.O. Box 19207, Raleigh, N.C. 27619-9207, law firm (hereinafter, "Outside Counsel"), and utilize the legal services of said firm and staff, as outside legal counsel and to provide representation in the "Cases" which are identified in **Attachment A**, herein.
- 2) WHEREAS, Agency is authorized to retain Outside Counsel pursuant to Session Law 2014 Section 34-24, and has received approval of the Governor's office to retain Outside Counsel and provide the services described in this Agreement.

NOW THEREFORE, the Agency and Outside Counsel, for consideration of the mutual promises and covenants contained hereinafter, mutually agree as follows:

- 1) The Outside Counsel agrees to perform the required professional legal services in connection with said Cases. If Agency desires Outside Counsel to represent Agency in additional cases not referenced in Attachment A, then the Agency shall forward to Outside Counsel in writing a request for such representation. Upon Outside Counsel's acceptance in writing of same, the terms of this Supplemental Agreement shall apply to the additional cases set out in Attachment A and those assigned to Outside Counsel hereafter.
- 2) Outside Counsel shall perform work under this Agreement in accordance with direction provided by the Agency's General Counsel and its designated attorney, hereinafter "Designee."

SCOPE AND DESCRIPTION OF WORK

- 3) The scope of Outside Counsel's work will be to assist with all aspects of litigation involving claims filed against NCDOT and NCTA that relate to the North Carolina Transportation Corridor Official Map Act, "Map Act," N.C.G.S. § 136-44.50 et seq. The scope of the work includes, but is not limited to, the following:
- a) Performing due diligence investigation and research in order to answer complaints and respond to motions and other documents filed with the court regarding the Cases.
 - b) Researching factual and legal issues related to Cases.
 - c) Interviewing witnesses, performing site inspections, consulting with Agency and its Designee as needed.
 - d) Timely filing necessary court pleadings, motions, briefs and other documents.
 - e) Timely responding to and serving discovery requests, and deposing necessary lay and expert witnesses.
 - f) Satisfying all other deadlines as they relate to the Cases, including court filings, discovery, mediations, and other matters.
 - g) Consulting with Agency, its Designee, witnesses, and consultants.
 - h) Representing Agency at depositions, hearings, trials and other proceedings.
 - i) Appearing on behalf of Agency in court.
 - j) Assisting with appellate litigation, as requested.
 - k) Providing case status updates to Designee regarding representation of the Cases.
 - l) Performing all other tasks that would reasonably be expected of legal counsel in North Carolina courts.

[REDACTED]

4) [REDACTED]

5) [REDACTED]

6) [REDACTED]

7) [REDACTED]

8) [REDACTED]

9) [REDACTED]

10) [REDACTED]

[REDACTED]

11) [REDACTED]

12) [REDACTED]

[REDACTED]

13) [REDACTED]

FEEES AND COSTS

14) The hourly fee rates to be paid Outside Counsel for work performed under this agreement are set out in **Attachment B** herein. Hourly rates shall be billed in 15-minute increments.

15) Outside Counsel shall deliver to Agency's **General Counsel** on a monthly basis, one itemized invoice covering all legal services performed for all Cases during the relevant billing period. The invoice shall list, at minimum, the case name and docket number, the tasks performed and dates thereof, time spent on each task, identification of staff performing said tasks, and hourly rates.

a) [REDACTED]

b) All reasonable out-of-pocket expenses incurred by Outside Counsel in the course of performing the legal services described in this Agreement that are reasonably related to representation of Agency in this matter shall be reimbursed

by Agency. These expenses include, but are not limited to, costs such as photocopying, long distance telephone charges, attorney travel expenses (which include transportation, accommodations, and meals at the State rate), telecopying expenses, computer-assisted research charges, printing costs, and secretarial overtime when required by the urgency of the matter. Outside Counsel shall forward to Agency for direct payment any expense charges that exceed \$250. The charges shall be included or attached to the monthly invoice stated above.

c) Payment of Outside Counsel's invoices will be processed for payment by Agency upon submission of said itemized invoice accompanied by proper supporting documentation and upon approval by General Counsel.

16) Travel expenses, such as hotel accommodations, parking, and mileage reimbursement shall be reimbursed as direct expenses, assuming these expenses are at the allowable government rate in compliance with State financial guidelines.

CONTACTS AND CONFLICTS OF INTEREST

17) Outside Counsel agrees that the firm's following attorneys shall constitute its primary counsel in this matter and serve as the main contact for Agency or its Designee, though other attorneys may assist in the representation as needed:

- a) *Jacob H. Wellman, Partner, JWellman@teaguecampbell.com*
- b) *Matthew Skidmore, Partner, MSkidmore@teaguecampbell.com*

18) [REDACTED]

19) [REDACTED]

20)

[REDACTED]

[REDACTED]

21)

[REDACTED]

22)

[REDACTED]

[REDACTED]

23)

[REDACTED]

24) [REDACTED]

25) [REDACTED]

26) [REDACTED]

27) [REDACTED]


28) Section § 133-32 of the General Statutes and Executive Order 24 prohibits the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement and contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

29) It is understood that execution of this agreement creates an attorney-client relationship between Agency and Outside Counsel and all rules of professional conduct for the practice of law in North Carolina shall apply.

AGREED TO BY:

By: Jacob Wellman, MW5 Date: 6/30/15

Jacob Wellman, Esq.
Teague Campbell Dennis & Gorham, LLP
4700 Falls of Neuse Road
Suite 450 (27609)
P.O. Box 19207
Raleigh, N.C. 27619-9207
919.873.0166 tel; 919.873.1814 fax
JWellman@teaguecampbell.com

Law Firm's Federal Tax ID Number: 

By: Shelley R. Blake
Shelley R. Blake

Date: July 8, 2015

General Counsel
North Carolina Department of Transportation
1 South Wilmington Street
Raleigh, North Carolina 27601
srblake@ncdot.gov
919.707.2800

ATTACHMENT A

The additional "Cases" for which Outside Counsel shall provide Agency legal representation are set out below:

	Forsyth County	
TC	Alexander, John H, and wife Karen L.	15-cvs-2471
TC	Bailey, Robert Christopher	15-cvs-2472
TC	Barry, Hilda S v NCDOT	15-cvs-2473
TC	Buchanan, Jr. John A & wife, Carol Jones	15-cvs-2474
TC	Caldwell, Jr. Melvin R. & wife, Sherir F.	15-cvs-2475
TC	Girard, Frank J. & wife, Carol	15-cvs-2490
TC	Griffin, Thomas J and Nancy C.	15-cvs-2491
TC	Hammaker, Douglas E and Melicent S.	15-cvs-2492
TC	Hammock, Helen M. & Margaret H. Hoerner	15-cvs-2493
TC	Hayworth, Sibyl F., widow	15-cvs-2494
TC	Keith, Mark A. & wife, Cathy E.	15-cvs-2502
TC	Kiser, Jeffrey (Trustee) & Elizabeth Kiser	15-cvs-2503
TC	Lee, Latrice Nicole nee Latrice N. cDowell	15-cvs-2504
SA	Lowry, Harry R & Sandra P.	15-cvs-2505
SA	Lutheran Home Winston-Salem Property, Inc.	15-cvs-2506
SA	Main, Jeffrey C & Amber D. Main	15-cvs-2507
TC	Miller, Carl J., Trustee & Curtis Carpenter	15-cvs-2509
TC	Mitchell, Christopher R.	15-cvs-2510
TC	Moore, Hilda Brown, widow	15-cvs-2511

TC	Moravian Church in America	15-cvs-2512
TC	Regional Realty, Inc., Keith Norman, Harold J. Elting, Jr. & Margaret P. Elting Heirs	15-cvs-2515
TC	Shelton, JC & Magalene R. Shelton	15-cvs-2516
TC	Simcic, Joseph James & wife, Rebecca M.	15-cvs-2517
TC	Smith, Linda G.	15-cvs-2518
TC	Snell, David P.	15-cvs-2519
TC	Stack, William C. & wife, Donya J.	15-cvs-2520
TC	Stafford, Violet G.	15-cvs-2521

FORSYTH

24 new Forsyth complaints filed 5/29/2015, SERVED on 6/5/2015

TC	Behan, Austin C & wife, Mary J Behan v NCDOT	15-cvs-3208
TC	Bentley, Charles J. Sr & wife, Brenda G. Bentley	15-cvs-3209
TC	Fluitt, Joe & wife Pamela M. Fluitt v NCDOT	15-cvs-3214
TC	Hanna, Heather W. & husband Mark J. Hanna v NCDOT	15-cvs-3215
TC	Kuhl, William A. & wife, Brenda S. Kuhl v NCDOT	15-cvs-3217
TC	Liner, Dale S. & wife, Peggy Liner v NCDOT	15-cvs-3219
TC	Luper, Ferrell M & wife Joyce B. Luper & daughter Lavonda L. Glass v NCDOT	15-cvs-3220
TC	Seivers, Harvey W & wife, Betty C. Seivers v NCDOT	15-cvs-3222
TC	Smalls, Sampson H Sr & wife Sharon Smalls v NCDOT	15-cvs-3223
TC	Swaisgood, Thomas D v NCDOT	15-cvs-3225
TC	Thrush, Glenn E. Jr. v NCDOT	15-cvs-3226
TC	Trotter, Helen	15-cvs-3227
TC	Tucker, Margaret M v NCDOT	15-cvs-3228
TC	Vance, Latandra T. v NCDOT	15-cvs-3229

Cumberland County

TC	McFadyen f/k/a Janice Garvey Melton v NCDOT	15-cvs-340	
TC	Young, Roland D. v NCDOT	15-cvs-339	
TC	Bennett, Orville H. and wife, Amelia P. Bennett v NCDOT	15-cvs-338	
TC	Fitzgerald, Edith Jackson	15-cvs-1875	U-2519
TC	Hatto, Hasan, et ux	15-cvs-1877	U-2519
TC	Hito, Ala Mohammad	15-cvs-1876	U-2519
TC	<i>Boahn, Mark</i>	15-cvs-2894	
TC	<i>Thompson, Jack and Lisa Thompson</i>	15-cvs-2896	
TC	Moye, Frances A & husband, Terrell R. Moye, 15 CVS 3997	15-cvs-3997	
TC	Barefoot, Delmer & wife, Juanita	15-cvs-4399	

Guilford County

TC	Grundman, Robert and wife, Linda L.	15-cvs-4277	U-2525C
TC	Summers, Michael K and wife, Brenda B.	15-cvs-4276	U-2525C

TC	Bradley Properties Partnership	15-cvs-4798	U-2525
TC	Pickard, Mark J and wife, Linda J.	15-cvs-4799	U-2525
TC	Gorham, Jane Pegram and Gregory Gorham	15-cvs-619	

Pitt County

TC	Beaman, Adam & Casey	15-cvs-1261	Greenville SW Bypass
----	----------------------	-------------	----------------------

Wake County

TC	Tawfiq A. Ghani & Suleman Asad v NCTA	14-cvs-12950	
TC	Wingo, Earl R. and wife, Kelley L. Wingo	14-CVS-13039	
TC	Barden, Gene & wife, Virginia v NCDOT & NCTA	15-cvs-6347	
TC	Brangle, Stephen M & wife, Rosemary v NCDOT & NCTA	15-cvs-6421	
TC	Coleman, Grant V & wife, Sasan v NCDOT & NCTA	15-cvs-6420	

TC	Simpkins, Walter & wife, Hilda, et al v NCDOT & NCTA	15-cvs-6349
TC	Warren, Leon S & wife Betty v NCDOT & NCTA	15-cvs-6350
TC	Walton, Helen A. v NCDOT & NCTA Thruston A. Dickerson and wife Trudy	15-cvs-6351

ATTACHMENT B

Outside Counsel shall bill Agency at the following rates for the following services:

Teague Campbell Dennis & Gorham, LLP

- 1) \$250 per hour for partners.
- 2) \$225 per hour for associates.
- 3) \$125 per hour for paralegals.