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To Whom It May Concern:

This letter shall confirm and document the agreement between the City/County of Coppell, TX ("City/County") and Fugro Roadware ("Vendor") to obtain Services through the Master Services Agreement for Pavement Analysis Services ("Master Contract") between the North Central Texas Council of Governments ("NCTCOG") and Vendor. All capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Master Contract. City/County has executed the North Texas SHARE Interlocal Agreement and is utilizing the SHARE Cooperative Purchasing Program to access Vendor's services. As a Participating Entity, the City/County of Coppell, TX wishes to engage Vendor for services contained in the Master Services Agreement.

The work to be performed shall be consistent with the Services outlined in the Master Services Agreement. Vendor and the City/County have negotiated a specific scope of work and costs as described in the attached Request for Service(s) (Attachment A). The Vendor agrees to special terms and conditions of City/County as described in Attachment B. City/County agrees it is solely responsible for payment to Vendor in accordance with the Master Services Agreement and any mutually agreed upon invoicing procedure described in the Request for Service(s). Any changes or modifications must be in writing and signed by both parties.

The term of this Engagement Letter and any Request(s) for Services shall not exceed the term of the Master Contract, unless the City/County and Vendor agree in writing to continue Services beyond such term. City/County understands that it may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Master Contract. We also agree to send a copy of any cancellation notice to the NCTCOG.

City/County looks forward to working with Fugro Roadware on this engagement.

Sincerely,

\_\_\_\_\_ Signature

cc: North Central Texas Council of Governments