

Williams Scotsman, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #271-O1611

THIS SECOND AMENDMENT to that Agreement for Services #271-O1611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Modular Space Corporation, a Delaware corporation duly qualified to conduct business in the State of California, now owned and operating as Williams Scotsman, Inc., a Maryland corporation duly qualified to conduct business in the State of California, whose principal place of business is 901 South Bond Street, Suite 600, Baltimore, Maryland 21231, and whose local address is 2910 Ramco Street, West Sacramento, California 95691 (hereinafter referred to as "Lessor");

RECITALS

WHEREAS, Modular Space Corporation has been engaged by County to provide rental of mobile and/or modular equipment for use as temporary professional office space ("Equipment") during the remodeling of County facilities, pursuant to Agreement for Services #271-O1611, dated February 4, 2016, and Amendment I to Agreement #271-O1611, dated January 25, 2018, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

WHEREAS, Modular Space Corporation has been acquired by Williams Scotsman, Inc., effective August 15, 2018;

WHEREAS, by operation of this acquisition, William Scotsman, Inc. shall assume all of Modular Space Corporation's duties, responsibilities, and obligations, including insurance and indemnity obligations, for temporary professional office space ("Equipment") rented under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for Equipment rented prior to the effective date of the acquisition;

WHEREAS, the parties hereto desire to amend the Agreement to change all references from Modular Space Corporation to Williams Scotsman, Inc.;

WHEREAS, the parties hereto desire to amend **ARTICLE XI, Notice to Parties**, to update the notice recipients;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Lessor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #271-O1611 on the following terms and conditions:

- I. All references to Modular Space Corporation are substituted with Williams Scotsman, Inc.

- II. The parties agree that by operation of the acquisition described above, Williams Scotsman, Inc. assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations for services performed by Modular Space Corporation prior to the effective date of the acquisition, and Williams Scotsman, Incorporated is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement.
- III. **ARTICLE XI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
 Chief Administrative Office
 3000 Fairlane Court, Suite One
 Placerville, California 95667

Attn.: Russell Fackrell
 Facilities Manager

With a copy to:

County of El Dorado
 Chief Administrative Office
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Michele Weimer
 Procurement & Contracts Manager

or to such other location as County directs.

Notices to Lessor shall be addressed as follows:

Williams Scotsman, Inc.
 901 South Bond Street, Suite 600
 Baltimore, Maryland 21231

Attn.: Legal Department
 Contracts Manager

or to such other location as Lessor directs.

Except as herein amended, all other parts and sections of Agreement for Services #271-01611, as amended, shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #271-O1611 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

--LESSOR--

By: 

Glenn M. Gullotti
Sr. Contracts Administrator

Dated: May 30, 2019