

**OnBase ID #114229**

**TO:** Board of Acquisition and Contract

**FROM:** Hugh J. Greechan, Jr., P.E.  
Commissioner of Public Works and Transportation

**DATE:** August 5, 2026

**SUBJECT:** Authority to consent to an assignment of payments and amendment to Agreement No. 22-923, in order to consent to an assignment of payments by M.G. McLaren Engineering and Land Surveying, P.C. to KCI International, Inc., under Agreement No. 22-923, effective as of March 1, 2026 and to extend the term for an additional three (3) year period, until December 31, 2029.

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By resolution approved on August 4, 2022, your Honorable Board authorized the County of Westchester (the "County"), acting by and through its Department of Public Works and Transportation (the "Department"), to enter into Agreement No. 22-923 (the "Agreement") with M. G. McLaren Engineering and Land Surveying, P.C. (the "McLaren"), for Engineering Services in connection with the Rehabilitation of Ardsley Road Bridge over Bronx River (BIN 3348280) and Bronx River Parkway (BIN 3348790), Scarsdale and Greenburgh, New York, for a term expiring on December 31, 2026 and for an amount not to exceed \$207,877.00, payable pursuant to an approved budget and subject to budget appropriations. The Agreement was subsequently executed.

Pursuant to a letter dated July 2, 2026 ("McLaren Letter"), McLaren notified the Department that KCI International, Inc. ("KCI") completed the acquisition of McLaren as of October 15, 2024 and that McLaren would continue to operate its activities in the State of New York and would continue performing McLaren's obligations under the Agreement.

Simultaneously with the submission of the McLaren Letter, McLaren also submitted to the Department a certain Intercompany Service and Secondment Agreement, effective as of October 15, 2024, between KCI and McLaren, wherein, in consideration for KCI provision of certain services, including amongst other things, design and drafting services by seconding professional employees as needed, McLaren agreed to compensate KCI for seconding such professional employees for such services.

As such, McLaren has requested consent from the County to assign its rights to receive payments under the Agreement to KCI for certain work performed by McLaren under the Agreement which remains unpaid and outstanding and for work to be performed by M.G. McLaren for the remainder of the term of the Agreement, with the understanding that McLaren will continue obligated to perform the work and otherwise comply with all the terms and obligations under the Agreement.

In addition, a construction contract for construction of this project was recently awarded to ELQ Industries, Inc. on May 21, 2026, and it is anticipated that construction will begin later this year. The engineering services included in the Agreement are in progress and the County has been satisfied with the quality of services provided to date.

Since the Agreement includes design services during construction, consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits, preparation of as-built drawings, and final construction closeout, and the professional services of McLaren will be required beyond the Agreement completion date of December 31, 2026, it is necessary to extend the term of the Agreement in order to provide design services during construction associated with this project.

Accordingly, authority is hereby requested from your Honorable Board to enter into Assignment of Payments and First Amendment (“Assignment and First Amendment”) amongst the County, McLaren, as assignor, and KCI, as assignee, pursuant to which (i) the County consents to an assignment of McLaren rights to receive payments under the Agreement to KCI for certain work performed by McLaren under the Agreement which remains unpaid and outstanding and work to be performed by McLaren for the remainder of the term of the Agreement and (ii) extend the term of the Agreement for an additional period of three (3) years, until December 31, 2029. The proposed Assignment and First Amendment will be deemed effective as of March 1, 2026.

Except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

HJG/AS/cmc

## RESOLUTION

Upon communication from the Commissioner of Public Works and Transportation, be it hereby

**RESOLVED**, that the County of Westchester (“County”) is hereby authorized to enter into an Assignment of Payments and First Amendment (“Assignment and First Amendment”) amongst the County, acting by and through its Department of Public Works and Transportation (the “Department”), M. G. McLaren Engineering and Land Surveying, P.C. (the “McLaren”) and KCI International, Inc. (the “KCI”) amending Agreement No. 22-923 (the “Agreement”) for the provision of Engineering Services in connection with Rehabilitation of Ardsley Road Bridge over Bronx River (BIN 3348280) and Bronx River Parkway (BIN 3348790), Scarsdale and Greenburgh, New York, for a term expiring on December 31, 2026 and an amount not to exceed \$207,877.00, in order for (i) the County to consent to an assignment of McLaren rights to receive payments under the Agreement to KCI for certain work performed by McLaren under the Agreement which remains unpaid and outstanding and work to be performed by McLaren for the remainder of the term of the Agreement; and (ii) extend the term of the Agreement for an additional period of three (3) years, until December 31, 2029; and be it further

**RESOLVED**, that the Assignment and First Amendment will be deemed effective as of March 1, 2026; and be it further

**RESOLVED**, that except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is authorized to execute any instruments and to take any actions reasonably necessary to implement this Resolution.

Agreement No. 22-923

| Account to be Charged/Credited | Fund | Dep.t | Major Program, Program & Phase or Unit | Object/ Sub Object | Bond Act No. | Dollars |
|--------------------------------|------|-------|----------------------------------------|--------------------|--------------|---------|
|                                |      |       |                                        |                    |              | N/A     |

Budget Funding Year(s): 2022-2029  
(must match resolution)

Start Date: 08/01/2022

End Date: 12/31/2029

Funding Source: Tax Dollars: N/A  
State Aid: \_\_\_\_\_  
N/A Federal Aid: \_\_\_\_\_  
(must match resolution) Other: \_\_\_\_\_