

RICHARD T. BISSEN, JR.
Mayor

JOSIAH NISHITA
Managing Director



OFFICE OF THE MAYOR
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.maui-county.gov

August 12, 2024

Honorable Richard T. Bissen, Jr.
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Richard T. Bissen, Jr.
Mayor
8.12.24
Date

For Transmittal to:

Honorable Yuki Lei K. Sugimura, Chair
and Members of the Budget, Finance, and Economic Development Committee
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Sugimura:

SUBJECT: JOHNSON CONTROLS, INC. ENERGY PERFORMANCE CONTRACT (BFED-21(24))

Pursuant to your correspondence dated July 30, 2024, the following are responses to your questions:

1. Explain whether the JCI-installed equipment is insured for damages of any type, including those caused by a fire or other natural disaster. If not, explain why, including whether the County will recover any losses if the equipment is destroyed.

JCI equipment installed in County buildings is insured for damages, including from fire, named windstorm, flood, and earthquake, under existing County insurance policies.

2. Does JCI provide a warranty on the equipment it installs? If so, provide a copy of the warranty.

Yes. JCI provides a standard one-year workmanship warranty on all work performed commencing on the date of customer acceptance. JCI has been maintaining a log of customer acceptance for the various measures of work performed within each department/facility of the Project. Manufacturer's warranties are passed through to the County of Maui for all equipment installed

Yuki Lei K. Sugimura, Chair

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and documentation will be provided in the final closeout packages. Reference to warranty under the terms and conditions of the contract are attached.

3. Did the County receive electric vehicles from JCI under the energy performance contract. If so, do these vehicles add to the contract amount? Are the vehicles registered to the County and insured?

The County did receive electric vehicles from JCI under the energy performance contract. These vehicles do not add to the contract amount, are registered to the County, and are insured.

Should you have any questions, please contact me at ext. 8275.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Leo Caires', is written over the word 'Sincerely,' and extends to the right.

LEO CAIRES
Chief of Staff

Attachment

cc: Lesley Milner, Budget Director

CONTRACT NO. C7619

members or directors of any County board or commission, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR without the explicit written consent of the COUNTY. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the head of the purchasing agency.

The CONTRACTOR shall not use federal, state, or County seal(s), logos, crests, or reproductions of flags or likenesses of any agency official without specific pre-approval in writing.

29. OWNERSHIP RIGHTS AND COPYRIGHT. The COUNTY shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Contract and all such material shall be considered "works for hire." All such materials shall be delivered to the COUNTY upon expiration or termination of this Contract. The COUNTY, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Contract.

30. INSURANCE. During the term of this Contract, CONTRACTOR shall maintain at all times or cause to be maintained general and professional liability insurance coverage for CONTRACTOR and its employees rendering services to the COUNTY under this Contract. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the COUNTY, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for Contracts with a total certified amount of \$1,000,000 or less, and THREE MILLION DOLLARS (\$3,000,000) in the aggregate for Contracts with a total certified amount of \$1,000,001 or more, or such greater amount as may be required from time to time by the COUNTY. CONTRACTOR shall also carry workers' compensation insurance for CONTRACTOR'S employees in the amounts required by applicable law. CONTRACTOR shall provide COUNTY not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the COUNTY. The COUNTY shall be listed as an additional insured on all policies, with the exception of professional liability and workers' compensation policies. Prior to the commencement of this Contract, CONTRACTOR shall provide the COUNTY with a certificate of insurance. Thereafter, prior to the expiration of each policy period, the insurance carriers for CONTRACTOR shall provide the COUNTY with certificates of insurance evidencing the foregoing coverage and provisions. The COUNTY reserves the right to request and receive a certified copy of the policies. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Contract and the COUNTY shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Contract.

31. LIENS AND WARRANTIES.

- a. Liens. All products provided under this Contract shall be free of all liens and encumbrances.
- b. Warranties for products and services. In the event this Contract is for the provision of products (goods or equipment), CONTRACTOR warrants that it has all rights, title and interest in and to all products sold, leased or licensed to the COUNTY. CONTRACTOR also warrants that the products shall substantially conform to all descriptions, specifications, statements of work and representations set forth in the Contract, schedules, publications of CONTRACTOR and/or any order(s) and will be free from defects in materials, performance, workmanship and design. CONTRACTOR further warrants that it will perform any services required with promptness, diligence and in accordance with prevailing standards in the industry to the reasonable satisfaction of the COUNTY. The Warranty period shall commence after Acceptance, as defined in this Contract. Any specific warranty periods shall be as set forth in the proposals, schedules, orders or Special Conditions pertaining to this Contract but in any event such warranty period shall not be less than one (1) year.

32. ACCESS TO AND AUDIT OF BOOKS AND RECORDS OF THE CONTRACTOR. The COUNTY may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective CONTRACTOR, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data.
- b. Subcontracts, other than those related to a firm fixed-price Contract.
- c. The following access to records requirements additionally apply to any Contract funded in whole or in part by the state or federal government:
 - 1) The CONTRACTOR agrees to provide the County, State of Hawaii, Federal Emergency Management Agency or other federal agency, the Comptroller General of the United States, or any of their authorized

BFED Committee

From: Lesley Milner <Lesley.J.Milner@co.maui.hi.us>
Sent: Monday, August 12, 2024 2:04 PM
To: Leo Caires; BFED Committee
Cc: Kristina Cabbat; Marcy Martin; Maria Zielinski; Michelle Santos; Stacey Vinoray; Zeke Kalua
Subject: Re: PLEASE READ attached letter re: BFED-21(24); reply by 8/12/24
Attachments: BFED-21(24) Reponse 2.pdf

Aloha,

Please see attached correspondence. Thank you!

-Lesley

>>> BFED Committee <BFED.Committee@mauicounty.us> 7/30/2024 11:09 AM >>>

Mr. Caires: Please refer to the attached letter from BFED Committee Chair Sugimura dated July 30, 2024. **Please respond by August 12, 2024.**

Mayor's Office: Please forward the attached letter to Mayor Bissen for his information.

Ms. Martin and Ms. Milner: FYI.

Thank you,
BFED Committee Staff