



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 1

TO CONTRACT OAG-2024-001, Relating to the Investigation of the Maui Wildfires

(Insert contract number or other identifying information)

This Supplemental Contract No. 1, executed on the respective dates indicated below, is effective as of MAR 1, 2024, between the Department of the Attorney General, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Attorney General,

(Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),

whose address is 425 Queen Street - Honolulu, HI 96813, and

Underwriters Laboratories Inc., Fire Safety Research Institute

\_\_\_\_\_ ("CONTRACTOR"),

a Delaware charitable non-stock company

(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of \_\_\_\_\_, whose business address and federal

and state taxpayer identification numbers are as follows: 333 Pfingsten Road

Northbrook, IL 60062

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract OAG-2024-00, Relating to the Investigation of the Maui Wildfires

(Insert contract number or other identifying information)

dated October 5, 2023, which was amended by Supplemental Contract No(s). \_\_\_\_\_

dated \_\_\_\_\_, \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_

dated \_\_\_\_\_, \_\_\_\_\_, which was amended by Supplemental Contract No(s). \_\_\_\_\_

dated \_\_\_\_\_, \_\_\_\_\_ (hereafter collectively referred to as "Contract"), whereby the

CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.

Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.

Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.

Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.

Recognize the CONTRACTOR'S change of name.

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As set forth in the documents attached hereto as Exhibit \_\_\_\_\_, and incorporated herein.

A tax clearance certificate from the State of Hawaii  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

FUNDING AGENCY: (if other than contracting agency)

STATE

By \_\_\_\_\_

  
(Signature)

Signature

Anne E. Lopez

(Print Name)

PRINT NAME: \_\_\_\_\_

Attorney General

(Print Title)

DIRECTOR OF \_\_\_\_\_

3/19/24

DATE: \_\_\_\_\_

(Date)

CONTRACTOR

CORPORATE SEAL  
(If available)

Underwriters Laboratories, Inc.

(Name of Contractor)

  
(Signature)

Steve Kerber

(Print Name)

VP & Exec. Director, Fire Safety Research Inst.

(Print Title)

03/19/2024

(Date)

APPROVED AS TO FORM:

  
First Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

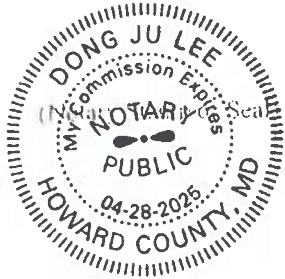


STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Maryland )
) SS.
COUNTY OF Howard )

On this 19 day of March, 2024 before me appeared Steve Kerber and [redacted], to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are Vice President and Executive Director of the Fire Safety Research Institute, Underwriters Laboratories, Inc. the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.



[Signature]
Steve Kerber
Notary Public, State of Maryland
My commission expires: 04/28/2025

Doc. Date: 03/19/2024 # Pages: 3
Notary Name: Dong Ju Lee Howard Circuit
Doc. Description: State of Hawaii
Compensation and Payment Schedule

[Signature] Date 03/19/2024

NOTARY CERTIFICATION



## STATE OF HAWAII

# COMPENSATION AND PAYMENT SCHEDULE

This supplemental COMPENSATION AND PAYMENT SCHEDULE increases the total not to exceed compensation amount for Contract No. OAG-2024-001 by TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) increasing the net total not to exceed amount from ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) to FOUR MILLION DOLLARS (\$4,000,000).

1. The total cost for the Time of Performance of this contract, as amended, shall not exceed FOUR MILLION and 00/100 DOLLARS (\$4,000,000).

All other provisions related to compensation and reimbursement under the original Agreement remain in full force and effect as outlined below:

2. Hourly rates. The CONTRACTOR will be compensated at the hourly rates outlined below for the actual time expended by CONTRACTOR.

| Classification            | Hourly Rate of Pay |
|---------------------------|--------------------|
| Principal                 | \$ 350.00          |
| Associate                 | \$ 275.00          |
| Analyst                   | \$ 100.00          |
| Administrative Specialist | \$ 75.00           |
| Administrative Assistant  | \$ 45.00           |

3. Payments. Total payments to the CONTRACTOR under this Agreement, including those for taxes and compensation for services shall not exceed the maximum fee cap stated in recital 3 on page 2 of this Agreement. In the event that the CONTRACTOR determines that the CONTRACTOR'S compensation for services is likely to exceed the cap, the CONTRACTOR shall immediately notify the DIRECTOR in writing, and obtain the DIRECTOR'S prior written authorization to perform services for compensation in excess of this amount. Absent such authorization, the CONTRACTOR shall not be compensated for services in excess of the maximum cap.

3. Compensation. The above-referenced hourly rate, or fixed fee, as the case may be, shall be the only compensation payable to the CONTRACTOR under this Agreement, it being understood that said hourly rate, or fixed fee, as the case may be, include, without limitation, all general overhead and administrative costs such as secretarial time (regular or overtime), word processing time, use of computer assisted research, air conditioning, and rental of equipment.

4. Method of payment.

a. Detailed time sheets required. The CONTRACTOR shall keep contemporaneous detailed time sheets and itemized statements of costs which reflect all time spent and expenses incurred in connection with services performed under this Agreement.

b. Monthly billing statements.

(1) The billing statement shall be in detail sufficient for the STATE to identify with specificity the work performed by each individual, the time spent performing such work, and the expenses incurred. Each billing statement must contain a detailed description of the task performed and for each such task, (a) the name and title of the individual performing the task, (b) the time spent by the individual, (c) the appropriate hourly rate established above for the individual performing the work, and (d) the total amount charged for such task.

(2) Conferences and calls. Billings for meetings, conferences, and telephone calls must identify the participants and the subject matter discussed.

5. No STATE obligation to pay. Notwithstanding any other provision of this Agreement, the STATE shall have no duty to pay the CONTRACTOR, nor any other person performing services on behalf of the CONTRACTOR, unless the requirements described in this Compensation and Payment Schedule are first met to the STATE'S satisfaction.

6. The STATE will not be required to pay for any services it determines to be unreasonable.



**STATE OF HAWAII**  
**TIME OF PERFORMANCE**

This supplemental TIME OF PERFORMANCE amends the TIME OF PERFORMANCE for Contract No. OAG-2024-001 from a period of twelve (12) months from the original effective date of Contract No. OAG-2024-001 of August 24, 2023, to a period of twenty-four (24) months from the original effective date. The termination date of Contract No. OAG-2024-001 is amended from August 23, 2024, to August 23, 2025.

This TIME OF PERFORMANCE shall remain in effect until the termination date of this contract or the completion of the activities and services as described in the SCOPE OF SERVICES, unless sooner terminated as provided in the modified GENERAL CONDITIONS and SPECIAL CONDITIONS.

