

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Boating and Ocean Recreation
Honolulu, Hawaii 96819

November 13, 2020

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

SUBJECT: Approval of a Memorandum of Agreement Between the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, and the University of Hawaii seeking proof of concept planning and design services for the development of the Ala Wai Small Boat Harbor

REQUEST:

Approval of a Memorandum of Agreement (“MOA”) between the Department of Land and Natural Resources (“DLNR”), Division of Boating and Ocean Recreation (“DOBOR”), and the University of Hawaii (“University”) for the benefit of the University of Hawaii Community Design Center (“UHCDC”) seeking proof of concept planning and design services for the development of the Ala Wai Small Boat Harbor (“AWSBH”). See Exhibit A.

REMARKS:

At its meeting on April 13, 2018, under agenda J-4, the Board authorized DOBOR to issue a Request for Proposals (“RFP”) for the Development of Public Lands at the AWSBH. The RFP contained four (4) parcels for redevelopment: Boat Repair Site (Parcel B), Fuel Dock Site (Parcel C), Harbor Office (Parcel A), Triangle (Parcel D) and Moles 1 & 2, as shown on the attached Exhibit B.

Staff received Notices of Intent and Statements of Qualifications from four (4) development groups. The Selection Committee, established to review the applicants’ qualifications and development proposals, found all four groups were qualified to submit development proposals. Ultimately, only one group submitted a development proposal. Following a thorough review, the Selection Committee declined to accept this development proposal as it did not conform to the guidelines contained in the RFP.

To gain an understanding as to why only one group decided to submit a development proposal, staff met with two of the groups who chose not to submit a proposal. A major concern shared by both was that they wanted more direction on what the State wanted to see built at the AWSBH.

While staff intends to re-issue the RFP, it would first like to enter into the MOA with the University for UHCDC to provide planning and design alternatives for the public lands included therein. Staff believes that the planning and design ideas generated by UHCDC will provide potential developers with a clear vision for the development of the harbor by narrowing the focus of their development proposal.

RECOMMENDATION:

That the Board:

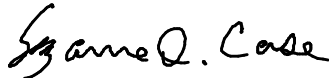
- 1) Authorize and approve the request to enter into a Memorandum of Agreement between the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, and the University of Hawaii for planning and design services for the development of the Ala Wai Small Boat Harbor.

Respectfully Submitted,



Edward R. Underwood, Administrator

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson

Attachments:

- Exhibit A: Memorandum of Understanding
Exhibit B: RFP Site Plan

EXHIBIT A

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
AND
THE UNIVERSITY OF HAWAII

PROJECT: PROOF OF CONCEPT STUDY FOR ALA WAI SMALL BOAT HARBOR

This MEMORANDUM OF AGREEMENT (hereinafter referred to as “MOA”) is executed on the respective dates indicated below and effective _____ by and between the STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES (hereinafter referred to as “DLNR”), whose business address is 1151 Punchbowl Street, Room 310, Honolulu, HI 96813, for the benefit of its DIVISION OF BOATING AND OCEAN RECREATION (hereinafter referred to as “DOBOR”), whose business address is 4 Sand Island Access Road, Honolulu, HI 96819, and the UNIVERSITY OF HAWAII, the state university and a body corporate of the State of Hawaii (hereinafter referred to as “UH” or the “University”), whose business address is Bachman Hall, 2444 Dole Street, Honolulu, HI 96822, for the benefit of the UNIVERSITY OF HAWAII COMMUNITY DESIGN CENTER (hereinafter referred to as “UHCDC”), whose business address is 2410 Campus Road, Room 200, Honolulu, HI 96822. DLNR and UH are each referred to herein individually as a “party” and collectively as the “parties”.

1. BACKGROUND

DOBOR is seeking proof of concept planning and design services to explore the development of the Ala Wai Small Boat Harbor (hereinafter referred to as “AWBH” or the “harbor”). This project will offer planning and design alternatives for the four state-owned parcels in this area to strengthen the public realm in keeping with DOBOR's mission and its current Strategic Plan. Drawing on prior work, stakeholder consultations, and research and data analysis, the project will provide an overall vision at the neighborhood scale with a set of preliminary recommendations for development of the harbor and its specific sites.

2. GOALS AND OBJECTIVES

In addition to providing the services described above, DLNR and UH are partnering to provide service-learning and workforce development opportunities to students at the University of Hawaii through real-world, hands-on, public interest work.

3. DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF BOATING AND OCEAN RESOURCES (DOBOR)

DOBOR is responsible for regulating recreational and commercial use of State small boat harbors, moorings, and facilities as well as most activities occurring in and on State waters. DOBOR's regulatory scope covers a wide range of ocean-related matters, from issuance of use permits for harbors and ocean recreation management areas to regulation of ocean activities, such as diving, kayaking, surfing, and jet skiing. These governmental regulatory functions are contained in thirteen mandates (Hawaii Revised Statutes §200-3), which act as guidelines for serving the State.

4. UNIVERSITY OF HAWAII COMMUNITY DESIGN CENTER (UHCDC)

UHCDC is a service-learning program and teaching practice established and led by the University of Hawaii at Mānoa (hereinafter referred to as “UHM”) School of Architecture, that provides a platform for applied research, planning, placemaking, and design involving UH faculty, staff, students, and partnered professionals across UH campuses, departments, and professional disciplines.

5. PROOF OF CONCEPT

Proof of Concept describes a scope of work that includes stakeholder involvement, applied research, conceptual planning, and design investigation that informs annual budget requests and procurement of design professionals. These services are preliminary and typically include, but are not limited to a set of analyses, applied research, design schemes, criteria, and initial costs that assist with capital improvement project justification and project definition. Proof of Concept services are typically ahead of and not in lieu of design services provided by professional consultants.

6. SCOPE OF WORK

UHCDC agrees to perform the following:

Phase 1 Alignment - Course integration

- **Meeting #1 Kick-Off Meeting**
 - Introduce the project team to the AWBH/project stakeholder group representatives.
- **Literature Review and Archival Research**
 - Collect existing documentation on relevant state or city agencies, parcels, existing buildings, masterplans, design guidelines, and other relevant material impacting the development of the proposed AWBH parcels.
 - No measurement of existing buildings or new drawings of existing buildings are included.
- **Site Drawing Base Plan**
 - Develop and draft AWBH base plan.
- **Initial Team Site Visit**
 - Orientation to site; whole day visit.
- **Site Analysis**
 - Gather social, cultural, ecological, and urban information for the AWBH development parcels.
 - Synthesize master plans, strategic plans, implementation plans, development standards, environmental assessments, regulatory data, and other information related to the development of the property.
 - Develop site opportunity diagrams and maps.
- **Site Model**
 - Construct scaled model of the AWBH.
- **Conceptual AWBH Neighborhood Plan**
 - Provide a conceptual neighborhood plan highlighting the potential for the project area to contribute to social, economic, and environmental aspects as they relate to the public realm.
 - Conceptual neighborhood design plans, renderings, diagrams, and site model.
- **Meeting #2 Submittal #1 (Mid-Review)**
 - Presentation of conceptual neighborhood plans to DOBOR.
- **Meeting #3**
 - Re-cap findings presented in the conceptual neighborhood framework plan.
- **Outreach Plan/Stakeholder Questionnaire**
 - Develop a community outreach plan.
 - Develop and distribute survey to create a baseline of program information.
 - Distribute questionnaire, synthesize initial information.
- **Meeting #4**
 - Coordination for stakeholder design workshop.
 - Establish format and objectives for stakeholder design workshop.
- **Stakeholder Outreach/Consultation**
 - Conduct a minimum of one stakeholder outreach event for each identified stakeholder group to coalesce around key themes in support of the public realm.
- **Meeting #5 Submittal #2**
 - Presentation of findings to DOBOR of the additional stakeholder outreach events and consultation.
- **Conceptual Design and Programming Development Parcel Plans**
 - Develop and program the four sites drawing on prior work (DTL, others) placing them within the broader Waikiki neighborhood. This will entail working on connections, access, viewshed, etc. to balance the needs of the boating community with those of the general public and aligning them with the client's priorities for redevelopment. The goal will be to connect the surrounding community to its waterfront.
- **Preliminary Management Plan**

- Craft a preliminary management plan for the harbor focusing on collaboration across sectors based on a review of precedents.
- **Meeting #6 Submittal #3 (Final-Review)**
 - Presentation of the conceptual parcel design and management plans.
 - Develop (2-3) different design options, refined site plans, sections, renderings, medium physical model.
- **Meeting #7**
 - Re-cap findings presented in the parcel design and management plan final reviews.
 - Discuss final vision report deliverables and format.

Phase 2 Vision Report Compilation and Refinement

- **Meeting #8 (Internal)**
 - Phase 02 kick-off.
 - Develop graphic identity and language for final report.
- **Report Formatting**
 - Adjust diagrams, conceptual plans, renderings for graphic consistency.
- **Meeting #9 Submittal #4 75% Vision Report**
 - Review the 75% draft of the AWBH Vision Report.
- **Meeting #10 Submittal #5 90% Vision Report**
 - Review the 90% draft of the AWBH Vision Report.
- **Meeting #11 Submittal #6 100% Vision Report**
 - Presentation and review of the final AWBH Vision Report.

Note: As an exploratory or informational instrument, the proof of concept design may not be fully resolved. It should, however, represent project needs and goals, critical issues, design possibilities, and a vision for the project that will support continued development and iterations.

7. TENTATIVE SCHEDULE AND DELIVERABLES

A work plan will be submitted at the beginning of the project. Any revisions to the scope and schedule thereafter will be revised and submitted for approval by both UHCDC and DOBOR principal representatives. Upon approval of the revised work plan, it shall be incorporated into and become a part of this MOA. Schedules shown in parentheses are approximate.

Week	Tasks	Deliverables	Payment/Deliverable Lead
Phase 1	Alignment	(Fall 2020)	Payment 1
Week 1	Mtg 1 Kick off	Meeting Minutes	PLAN* + ARCH**
Week 2	Lit + Archival Review	Literature Review	PLAN + ARCH
Week 3	Site Visit	x	
Week 4	Site Analysis + Model	Ecological Hazard Site Analysis Diagrams	ARCH
Week 5	AWBH Conceptual Design Development	x	
Week 6	Mtg 2 Submittal #1 Mid Review	Harbor Concept Plan Drawing + Physical model	ARCH
Week 7	Mtg 3 Mid Review Recap	Meeting Minutes	ARCH
Week 8	Develop Engagement Questionnaire	x	
Week 9	Mtg 4 Stakeholder Engagement Coord.	Community Outreach Plan + Questionnaire	PLAN
Week 10	Stakeholder Outreach Meetings	x	PLAN + ARCH
Week 11	Synthesis + AWBH Conceptual Design	x	
Week 12	Mtg 5 Submittal #2 Engagement Findings	Engagement Findings Presentation	PLAN
Week 13	Parcel Design Development Options	x	
Week 14	2 Schemes	x	
Week 15	2 Schemes	x	
Week 16	Mtg 6 Submittal #3 Final Review	Management Plan + Parcel Concept Plans, Renderings	PLAN + ARCH
Week 17	Mtg 7 Final Review Recap + Next Steps	Meeting Minutes	PLAN + ARCH

Phase 2	Vision Plan Report	(Spring 2021)	Payment 2
Week 18	Mtg 8 Phase 2 Kick off	Meeting Minutes	PLAN + ARCH
Week 19	Compile + Format	x	ARCH
Week 20	Compile + Refine Graphics, Format	x	
Week 21	Compile + Refine Graphics, Format	x	
Week 22	Mtg 9 Submittal #4	75% Report Draft	ARCH
Week 23	Receive DOBOR 75% Feedback	x	
Week 24	Incorporate Feedback + Refinements	x	ARCH
Week 25	Incorporate Feedback + Refinements	x	ARCH
Week 26	Mtg 10 Submittal #5	90% Report Draft	ARCH
Week 27	Receive DOBOR 90% Feedback	x	
Week 28	Incorporate Feedback + Refinements	x	ARCH
Week 29	Refinements	x	ARCH
Week 30	Refinements	x	ARCH
Week 31	Final Presentation Formatting	x	ARCH
Week 32	Mtg 11 Submittal #6 100% Vision Report	100% Report + PDF Presentation (Renderings, Plans, Diagrams) 2 Report Hard Copies Cost Estimate	ARCH

*PLAN = UHM Department of Urban and Regional Planning

**ARCH = UHM School of Architecture

8. EXCLUSIONS (NOT IN PROJECT SCOPE)

As-builts/ on site measurements of existing buildings other than interior tenant space

Archeological Services

Life Cycle Cost Assessment

Engineering services (Civil, Surveyor, Structural, Electrical, Mechanical, Geotech/Soils, Acoustic, Traffic, Ocean, or other) other than what is indicated

Cultural or Environmental Assessment, EIS, EA, CIS

HAZMAT testing

LEED or other certification program services

Permitting services/Third Party Review

Topographic Survey

Testing (Toning, water flow, water quality, or other)

Any other consultant or partner not listed above or in cost breakdown

Any presentation, submittal, service, or report not listed above

9. BUDGET + PAYMENT

The total price for this MOA shall not exceed \$65,930. See budget breakdown and payment schedule attached hereto and incorporated herein as Exhibit 1. The budget includes project expenses and a 10% overhead to support UH CDC fiscal and administrative support, outreach, and communications. All UH expenditures shall comply with all university policies and procedures.

UH will invoice DLNR for deliverables according to the payment schedule indicated in Exhibit 1. DLNR shall remit payment by check, funds transfer, or other mechanisms arranged and agreed upon by both parties to University of Hawai'i School of Architecture, 2410 Campus Road, Room 200, Honolulu, Hawai'i 96822. Each payment must reference the invoice number and project title for purposes of identification. Payments can be made by check to "University of Hawai'i" with UH CDC account # MA 3400259 in the memo line. Payments can also be transferred directly into that account.

10. RESPONSIBILITIES

UH and DLNR are independent contractors and neither is an agent, joint venturer, or partner of the other. Each party shall maintain sole and exclusive control over its personnel and operations.

11. INTERGOVERNMENTAL AGENCY COMMUNICATIONS

PRINCIPAL REPRESENTATIVE / PRINCIPAL INVESTIGATORS / POINTS OF CONTACT FOR UH CDC

To provide for consistent and effective communications between UHDC and DLNR, each party shall appoint a Principal Representative to serve as the central point of contact and communications on matters relating to services to be provided through this MOA and there shall be Principal Representatives/Principal Investigators appointed by each party for the scope of work to be performed.

Principal Representative / Principal Investigator
Phoebe White, ASLA Assistant Professor
UHM School of Architecture
2410 Campus Road Room 301-L
Honolulu, HI 96822
510.409.6686
mbwhite@hawaii.edu

Principal Investigator
Priyam Das, Ph.D., Associate Professor, Chair
UHM Department of Urban and Regional Planning
2424 Maile Way
Honolulu, HI 96822
310.279.3303
priyam@hawaii.edu

PRINCIPAL REPRESENTATIVE / PRINCIPAL INVESTIGATOR / POINT OF CONTACT FOR DOBOR
Ed Underwood
Administrator
Department of Land and Natural Resources
Division of Boating and Ocean Recreation
4 Sand Island Access Road
Honolulu, HI 96819
808.587.1966
ed.r.underwood@hawaii.gov

12. INTELLECTUAL PROPERTY

The parties understand and agree that all privileges and rights with respect to the use or ownership of any patent, copyright, trademark or other form of intellectual property authored or invented by University faculty or staff in the performance of this MOA shall be governed by the University's policies and procedures on patents and copyrights, and where applicable, the relevant provisions of any collective bargaining agreement for University faculty and employees.

DLNR shall have a perpetual, non-exclusive, fully paid up license to any material developed under this MOA.

The parties shall confer in good faith to resolve any difference regarding ownership or use of intellectual property. If the differences are not resolved to their mutual satisfaction, any party may immediately terminate or rescind this MOA.

The UHDC, Principal Representatives/Principal Investigators, associated faculty, students, and partners involved in the project shall be credited for the appropriate scope of work provided in any public representation of the work or as otherwise agreed upon by the parties.

The UHDC, Principal Representatives/Principal Investigators, associated faculty, students, and partners involved in the project shall have the right to include and represent this work in their academic and professional portfolios, conference papers and presentations, speaking events, awards or recognition related submittals, unless otherwise agreed upon by the parties.

13. AMENDMENT, MODIFICATION AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective thirty (30) calendar days following written notice, unless a later date is set forth by mutual agreement. In the event of termination:

- UHCDC shall be responsible for the completion of deliverables specified in this MOA, unless mutually agreed otherwise by the parties.
- UHCDC shall be responsible for transferring any on-going work to DOBOR as a result of the termination of the MOA.
- DLNR shall be responsible for paying for any UHCDC labor or material costs incurred up to the point of receipt of a written notice to terminate this MOA.

14. EFFECTIVE DATE / COUNTERPARTS

This MOA shall be effective from the effective date as set forth above, and continue in effect until the completion of the project to the mutual satisfaction of the parties, or until either party sooner terminates the MOA. The MOA may be executed by the parties in counterparts, all of which taken together shall be deemed one and the same instrument.

In Witness Whereof, the parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives by their signatures below.

FOR THE UNIVERSITY OF HAWAII

FOR THE STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

By:

 David Lassner
 President, University of Hawai'i at Mānoa
 Date:

By:

 Suzanne Case
 Chairperson, Board of Land and Natural Resources
 Date:

By:

 William Chapman
 Interim Dean, UHM School of Architecture
 Date:

APPROVED AS TO FORM:

By:

 Name:
 Deputy Attorney General
 Date:

By:

 Cathi Ho Schar
 Assistant Professor, Director
 University of Hawai'i Community Design Center
 Date:

By:

 Phoebe White
 Principal Representative
 Assistant Professor, Principal Investigator
 UHM School of Architecture
 Date:

By:

 Priyam Das
 Principal Investigator
 Associate Professor, Chair, Principal Investigator
 UHM Department of Urban and Regional Planning
 Date:

9/4/2020

EXHIBIT 1

DOBOR-Ala Wai Boat Harbor
COST BREAK DOWN

STUDENTS	weeks	hours/week	rate	#	subtotal	fringe .95%	subtotal	totals
Phase 1 - Course Alignment and Integration	16	9	\$17.35	1	\$2,498.40	\$23.73	\$2,522.13	
Phase 2 - Vision Report Compilation/Refinement	16	9	\$17.35	3	\$7,495.20	\$71.20	\$7,566.40	
Subtotal					\$9,993.60	\$94.94		\$10,089

CASUAL HIRE/TEMP FULL TIME	weeks	hours/week	rate	#	subtotal	fringe 2.53%	subtotal	totals
Phase 1 Project Manager/Faculty	0	0	\$30.00	1	\$0.00	\$0.00	\$0.00	
Phase 2 Project Manager/Faculty	0	0	\$30.00	1	\$0.00	\$0.00	\$0.00	
Subtotal								\$0

STAFF	weeks	hours/week	rate	#	subtotal	fringe .61.56%	subtotal	totals
Phase 1 Proj Designer APT Band B	16	8	\$37.00	1	\$4,736.00	\$2,915	\$7,651.48	
Phase 2 Proj Designer APT Band B	16	8	\$37.00	1	\$4,736.00	\$2,915	\$7,651.48	
Phase 1 Admin	16	1	\$37.00	1	\$592.00	\$364	\$956.44	
Subtotal								\$16,259

FACULTY OVERLOAD	weeks	hours/week	rate	subtotal	fringe 2.52%	subtotal	totals
Phase 1 faculty OL, buyout	32	6	\$52.00	\$9,984	\$252	\$10,235.60	
Subtotal							\$10,236

FACULTY BUYOUT	credits	\$/credit	subtotal	fringe 2.48%	subtotal	totals
	0	\$1,486.00 LA				
	0	\$1,786.00 LB				
	0	\$2,086.00 LC				
Subtotal						\$0

DURP	credits	\$/credit	subtotal	fringe 2.48%	subtotal	totals
Phase 1 DURP - Student 10 hrs/week for 6 mos						\$5,776.00
Phase 1 DURP - Priyam						\$5,000.00
Phase 1 DURP - materials & supplies, printing						\$4,500.00
Phase 1 DURP - publication						\$500.00
Phase 1 DURP - SSRI OH 10%						\$1,577.00
Subtotal						\$17,353

TRAVEL / STIPEND	credits	\$/credit	subtotal	fringe 2.48%	subtotal	totals
N/A						\$0

Exhibit B: Map of the harbor showing Subject Property (Parcels A, B, C, and D, and Moles 1 and 2)

