

**OFFICE OF HAWAIIAN AFFAIRS  
SUPPLEMENTAL CONTRACT NUMBER 3007.01**

**TO**

**CONTRACT NUMBER 3007**

**BETWEEN**

**OFFICE OF HAWAIIAN AFFAIRS**

**AND**

**WCIT ARCHITECTURE, INC.**

## SUPPLEMENTAL CONTRACT

**This Supplemental Contract No. 1** to Contract No. 3007, executed and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between, the Office of Hawaiian Affairs (“OHA”), a body corporate under the Constitution of State of Hawai‘i, by its Ka Pouhana, Chief Executive Officer (“CEO”), acting by and on behalf of the Board of Trustees, whose principal place of business and mailing address is 560 N. Nimitz Highway, Suite 200, Honolulu, Hawai‘i 96817, and WCIT ARCHITECTURE, INC. , (“CONTRACTOR”), a Corporation, by its Vice-President whose principal place of business and mailing address is 725 Kapiolani Boulevard, 4<sup>th</sup> Floor, Honolulu, Hawai‘i 96813, Federal Tax ID No. 90-00086986.

### W I T N E S S E T H:

WHEREAS, the OHA and the CONTRACTOR entered into Contract Number 3007 executed on December 11, 2014, whereby the CONTRACTOR agreed to provide the services described in the Contract; and

WHEREAS, the CONTRACTOR has performed satisfactorily and the OHA desires the CONTRACTOR to continue providing services required under this Supplemental Contract.

NOW, THEREFORE, the parties mutually agree to amend the Contract as follows:

1. The Scope of Services shall be as set forth in Attachment - S1 which is attached hereto and is incorporated herein.
2. The Time of Performance shall be as set forth in Attachment - S2 which is attached hereto and is incorporated herein.

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

OFFICE OF HAWAIIAN AFFAIRS

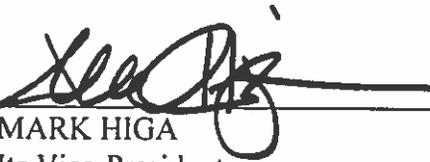
Date: July 19, 2016

By   
KAMANA'OPONO M. CRABBE, Ph.D.  
Its Ka Pouhana, Chief Executive Officer

"OHA"

WCIT ARCHITECTURE, INC.

Date: July 8, 2016

By   
MARK HIGA  
Its Vice-President

"CONTRACTOR"

APPROVED AS TO FORM:

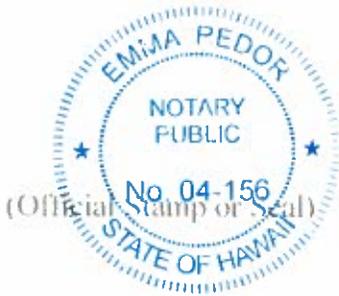
By   
ERNEST M. KIMOTO  
Its Kapaepae Pōhaku, Corporate Counsel

Date: July 1, 2016

**CONTRACTOR'S ACKNOWLEDGMENT**

STATE OF HAWAI'I )  
 )  
CITY AND COUNTY OF Honolulu ) SS.  
 )  
 )  
 )

On this 8<sup>th</sup> day of July, 2016, before me personally appeared MARK HIGA to me personally known, who, being by me duly sworn, did say that such person is the President of WCIT ARCHITECTURE, 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]  
(Notary signature)

Emma Pedor  
(print name) Notary Public, State of Hawai'i

My commission expires: 3/28/2020

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description:  
OHA Supplemental Contract

No. 3007.01

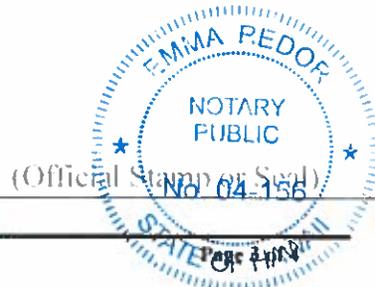
Doc. Date: \_\_\_\_\_ OR  Undated at time of notarization

No. of Pages: 9 Jurisdiction: First Circuit  
(in which notary act is performed)

[Signature]

7/8/2016  
Date of notarization

Signature of Notary  
Emma Pedor  
Printed Name of Notary



## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

\*"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State or OHA, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of WCIT ARCHITECTURE, INC., CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.\*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a State or OHA employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the State or OHA within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been a State or OHA employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, 1) within the past twelve (12) months, served as a State or OHA employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the State or OHA if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State or OHA.

CONTRACTOR

By: 

Title: SR VICE PRESIDENT

Date: 7/8/16

**SCOPE OF SERVICES**

Project: Conceptual Master Plan for Kaka'ako Makai  
Locations: Lots 1, 2, 3, 4, 5, 6 (portion) and 9 of File Plan 2471 filed at the Bureau of Conveyances, State of Hawai'i, on February 23, 2010; TMK No: (1) 2-1-15-61 and TMK (1) 2-1-15-51

A. Under Supplemental Contract No. 1 to the OHA Contract 3007, the Scope of Services shall be amended as follows:

1. New Tasks:

a) 3. L. Land Use Scenario and Analysis – No Residential Use Scenario

The CONTRACTOR shall prepare an additional land use scenario and financial analysis under the assumption that Residential Uses will not be utilized in the Conceptual Master Plan. The CONTRACTOR's financial analysis report shall include, but not limited to the following:

- 1) The financial effect on the Conceptual Master Plan if Residential Uses are not allowed;
- 2) Analyze and suggest new "Highest and Best" uses for parcels that originally were planned for Residential uses and provide data to support the new suggested uses;
- 3) Financial comparison of the No Residential Scenario vs. Land use scenarios;
- 4) Revised discounted cash flow analysis of the No Residential land use scenario; and
- 5) The No Residential land use scenario's potential impact on ground lease terms with master developer vs. other land use scenarios.

b) 5. New Appraisal of the OHA's Kaka'ako Makai Lands

The CONTRACTOR shall conduct a new appraisal of OHA's Kaka'ako Makai properties to determine an up to date market value of the properties and provide OHA with an appraisal report. This appraisal task shall be comprised of two (2) phases:

A. Phase I: Appraisal Report of Current Market Value of OHA's Kaka'ako Makai Lands

The appraisal report shall incorporate the following assumptions:

- 1) All land as fee simple, vacant ready for development, and unencumbered;
- 2) Aggregate value of individual parcels, adjusted for maximum utility and value benefit;
- 3) A hypothetical subdivision of Lots B and C, and Lots F and G;
- 4) As zoned, but subject to Act 317 of the 2006 Hawai'i State Legislature (bans HCDA from approving residential uses or proposals in Kaka'ako Makai); and
- 5) All parcel infrastructure as adequate for highest and best use development.

**B. Phase II: Additional Appraisal Scenarios**

Once Phase I is completed, and at OHA's discretion, the CONTRACTOR shall expand from Phase I's appraisal report to incorporate one or more of the following:

- 1) Value the land assuming as vacant fee simple, and as encumbered by leases, reporting which ever results in highest individual values;
- 2) Value the land as a composite bulk holding (discounted sell-out value);
- 3) Groups of adjoining parcels by Uses;
- 4) Value the land as zoned, but without statutory restrictions and limitations; or
- 5) Value to reflect any cost to upgrade (infrastructure, etc.).

**c) 6. Public Involvement Plan**

The CONTRACTOR shall provide, in writing, a Public Involvement Plan (PIP) that provides a clear strategy to further activate the Kaka'ako Makai area and generates public interest and support in the Conceptual Master Plan. The PIP must contain the following:

- A. A clear strategy on how to generate positive public perception for the Conceptual Master Plan;
- B. Examples of events or planned activities that are culturally significant to Hawaiians;
- C. Examples of events or planned activities that would generate positive community support;
- D. Examples of events or planned activities that would generate island or state wide attendance;
- E. Suggested frequency of each type of event and planned activity;
- F. A timeline of events and actions that coincides with the execution of the Conceptual Master Plan entitlement and approval process; and
- G. Provide estimations of cost and staffing required for each type of activity.

- B. All other provisions of the Scope of Services shall remain unchanged in full force and effect.

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**TIME OF PERFORMANCE**

Project: Conceptual Master Plan for Kaka'ako Makai  
 Locations: Lots 1, 2, 3, 4, 5, 6 (portion) and 9 of File Plan 2471 filed at the Bureau of Conveyances, State of Hawai'i, on February 23, 2010; TMK No: (1) 2-1-15-61 and TMK (1) 2-1-15-51

Original Contract: December 11, 2014 to December 10, 2016  
 Supplemental Contract No. 1: December 11, 2016 to December 10, 2017

- A. The CONTRACTOR shall render the services required under this Supplemental Contract No. 1 to Contract No. 3007, from the effective date of December 11, 2014 through and including December 10, 2017, subject to the availability of funds, unless this Supplemental Contract No. 1 is sooner terminated.
- B. The manner in which the services are to be performed and the specific hours to be worked by the CONTRACTOR shall be determined by the CONTRACTOR, limited, however, to the maximum amount payable as specified in this Supplemental Contract.
- C. Option to Extend: The Time of Performance of this Supplemental Contract No. 1 may be extended at negotiated fees, subject to the availability of funds, upon mutual agreement in writing prior to the end of the current Contract. It is understood that a Supplemental Contract will be executed by both the CONTRACTOR and OHA to exercise any and all extensions.

Original Contract	TWENTY-FOUR (24) months
Supplemental Contract No. 1	TWELVE (12) months
Number of Months contracted	THIRTY-SIX (36) months

Length of each extension: Up to TWELVE (12) months, may be less than TWELVE (12) months when it is in the best interest of the OHA

Maximum length of Contract: SIXTY (60) months

- D. All other provisions of the Time of Performance shall remain unchanged in full force and effect.