

PUBLIC NOTICE OF DESIGNER SELECTION

Designer Selection Board

One Ashburton Place | Boston, MA | 02108 Telephone: 617-727-4046 | www.mass.gov/dsb

DSB List#: 25-31

Notice Date: October 22, 2025

Submission Deadline: November 12, 2025, at 2:00PM

Project Number: FY26-001

Project Title: Design Services for Marine Structures and Design

Services for Demolition

Project Location: Statewide

Awarding Agency: Massachusetts Development Finance Agency

Estimated Construction Cost: Varies per Project: Not to exceed \$1,500,000 per project

Contract Term Up to six (6) years

Maximum Fee Per Contract (based on the scope of

the work and services authorized, shall not exceed)

\$1,500,000

Contract Type: This contract will be a "House Doctor" contract. Multiple projects of the type described in the Project Overview and Scope of Work may be assigned, and fee increments approved, up to the maximum fee per contract. Selection by the DSB under this advertisement does not guarantee that a contract will be executed with any given firm. The Awarding Agency will enter into House Doctor contract(s) with selected firm(s) at its sole discretion, based on the Awarding Agency's needs. The Awarding Agency may award up to four (4) contracts, each with a total value of \$1,500,000 to qualified designers under this contract. Awarding Authority may assign a House Doctor with which it has signed a contract to perform individual project(s) of the type described in this advertisement directly for another Commonwealth entity.

Firm Requested
Architect
Landscape Architect
Engineer (Civil)
Interior Designer
Programmer
Construction Manager
Other

Immediate Service Authorized		
Х	Draft Study	
Х	Certifiable Building Study	
Х	Schematic Plans and Outline Specifications	
Х	Design Development Plans and Specifications	
Х	Construction Plans and Specifications	
Х	Administration and Construction Contract	
	Other	

Table of Contents

PUBLIC NOTICE OF DESIGNER SELECTION	
Designer Selection Board	
Table of Contents	2
AGENCY INFORMATION	3
OVERVIEW AND SCOPE OF WORK	5
APPLICATION EVALUATION	7
Personnel	7
Evaluation Factors	8
PROCUREMENT REQUIREMENTS	9
Designer Guidelines:	9
Diverse Business Enterprise Participation	10
Policies & Procedures	10
CONTRACT REQUIREMENTS	11
CONDITIONS FOR APPLICATION	12
APPLICANTS, PLEASE NOTE	13

AGENCY INFORMATION

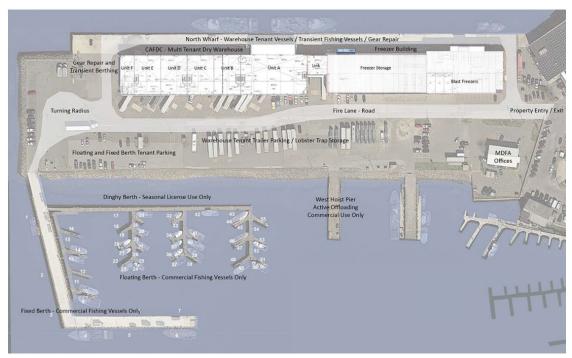
The Massachusetts Development Finance Agency ("MassDevelopment" or "Agency") is a body politic and corporate created by the Commonwealth of Massachusetts to help foster economic development across the Commonwealth. The Agency is governed by a fifteen-member Board of Directors. MassDevelopment prides itself on a team-oriented, solutions-based approach to economic development. The Agency provides its clients with entrepreneurial solutions to complex real estate projects and financing options that create economic opportunities in Massachusetts. Our staff is located in several offices throughout the Commonwealth.

MassDevelopment is currently involved in multiple, on-going planning, development, and real estate projects throughout the Commonwealth. Some of these projects are undertaken on MassDevelopment's own behalf and some are undertaken in partnership with other entities including cities and towns, local and regional economic development agencies, and other state agencies. These projects frequently involve the reuse or redevelopment of underutilized and/or blighted property.

<u>Planning & Predevelopment:</u> MassDevelopment collaborates with municipal officials, planners, local stakeholders, and others to provide technical assistance aimed at addressing site-specific and/or district-wide economic development challenges. Our Real Estate Division works closely with the elected and appointed officials, stakeholder groups, and collaborative partners to prepare master plans, development plans, feasibility studies, architectural programs, conceptual building designs, and budget and spending proposals. With our in-house expertise and access to third-party consultants, we can provide creative solutions and feasible steps for municipalities and other public and nonprofit entities to effectively address planning and predevelopment projects. Our team functions as project manager guiding communities through feasibility analyses, community engagement, master planning, and implementation strategies.

<u>Development:</u> As the state's land bank, MassDevelopment is empowered to acquire, redevelop, and convey surplus or blighted federal and state properties in an effort to maximize job creation, expand the local tax base, and increase the availability of housing in coordination with local economic priorities. We have a strong record of catalytic development projects that have converted underutilized buildings parcels, and campuses into revitalized downtown commercial and mixed-use buildings, office parks and housing.

<u>State Piers:</u> In 1990, MassDevelopment embarked on redevelopment of the Jodrey State Fish Pier in Gloucester under a long-term ground lease which allowed the agency to invest in and redevelop the property. As a critical marine industrial asset owned and previously managed by the Massachusetts Department of Conservation and Recreation, the agency has seen a high occupancy and use of the property since its engagement despite the challenges that the commercial fishing industry has faced.



Jodrey State Fish Pier and the Cape Ann Fisheries Center, Gloucester

Based on MassDevelopment's success in Gloucester, it was determined that the New Bedford and Fall River State Piers would also benefit from the agency's stewardship, and in 2017, the agency entered into a management and operations agreement for both properties, adding oversight of domestic and international cargo operations and passenger ferry services to our responsibilities.



New Bedford State Pier, New Bedford

Additionally, the *Schooner Ernestina*, a National Historic Landmark and gift of the Republic of Cabo Verde, makes her homeport at the New Bedford State Pier.



Fall River State Pier, Fall River

<u>Devens:</u> No place in Massachusetts is quite like Devens. Just 35 miles west of Boston, Devens is a 4,400-acre planned community with a business-friendly attitude, growing residential presence, and ample outdoor recreational amenities. MassDevelopment is the master developer of Devens, working to create a community that is both economically sound and environmentally friendly. After serving as the U.S. Army's New England headquarters for 79 years, Fort Devens was closed in 1996. With financial support from the Commonwealth of Massachusetts, MassDevelopment purchased the property and undertook redevelopment efforts. Today, 100+ diverse businesses – including leaders in biopharma, clean energy, and manufacturing, call Devens home. These companies employ close to 10,000 workers. Prime highway accessibility, efficient 75-day or less permitting, a robust utility infrastructure, and financing capabilities from predevelopment through construction and fit-up make Devens an ideal location.

OVERVIEW AND SCOPE OF WORK

MassDevelopment is seeking to procure Engineering House Doctor services for a range of projects. Project costs will vary depending on the scope and MassDevelopment program.

Scopes include but are not limited to the following project types:

Example 1

Our <u>State Piers</u> stewardship requires the collective expertise of a multi-disciplined marine team that enables us to receive complete project engineering through civil and structural engineers, permitting specialists, surveyors, and to ensure that pier projects and goals are met in the most efficient and cost

effective way possible. We require expertise in the design, permitting, and construction administration of waterfront development and marine activities.

Coastal / Marine Services may include:

- Contract Administration & Inspection
- Dock, Pier, Platform Design
- FEMA Surveys & Flood Elevation Certification
- Grants & Funding
- Hydrographic Surveying
- Marina, Seawall, Bulkhead & Design
- Structural Inspections, Analysis & Design
- Storm Damage Assessment & Repair Design
- Waterfront Infrastructure Design
- Waterfront Permitting

Example 2

Our <u>development</u> and engineering teams manage projects that may include public construction including new utilitarian building construction, renovation of existing buildings or portions of buildings, and/or construction of public roads, utilities and related items. Some of these projects may require hazardous material abatement, environmental clean-up, and the removal of existing, abandoned structures (ranging in size from 1,000 SF through 500,000 SF) and utility / campus transportation tunnels.

Environmental / Demolition Services may include:

- Pre-demolition audits of structures and associated tunnels
- Opinions of probable abatement & demolition costs
- Design services
- Bidding services
- Associated construction administration and inspection services.

Consultants are expected to maintain design excellence and proactive cost management throughout the process. Locations will be statewide, and applications from firms in Western, Central, Eastern MA, and New England are encouraged.

Consideration in design, repair, and re-use analysis may include energy costs, sustainability principles, resiliency assessments, expected remaining useful life of building systems and related life-cycle costs. Particular attention should be paid to the constructability, reliability, durability and maintainability of building systems and materials.

APPLICATION EVALUATION

Applications will be evaluated based on the DSB criteria for selection of semi-finalist and finalist appearing on the DSB Website. The application must include resumes for the consultants associated with the specific Personnel and Project Experience listed below. Include resumes for all personnel.

Personnel

- 1. Civil Engineer (Prime Firm)
- 2. Coastal and Marine Engineer
- 3. Environmental Engineer
- 4. Licensed Site Professional (LSP)
- 5. Fire Protection Engineer
- 6. Electrical Engineer
- 7. Structural Engineer
- 8. Environmental Professional
- 9. Specifications Consultant
- 10. Wetlands Scientist
- 11. Cost Estimator (independent consultant required)
- 12. Energy Modeler
- The title "Architect" refers to design professionals that maintain a current registration with the Massachusetts Board of Registration of Architects;
- The title "Engineer" refers to design professionals that maintain a current registration in any one of the engineering categories governed by the Massachusetts Board of Registration of Professional Engineers and of Land Surveyors;
- The title "Licensed Site Professional" refers to a design professional that maintains a current registration with the Massachusetts Board of Registration of Hazardous Waste Site Cleanup Professionals;
- The title "Environmental Professional" refers to design professionals that can demonstrate requisite experience in environmental regulations planning and design;
- The title Wetland Scientist refers to a professional that maintains a certification with the Society of Wetland Scientist; and
- The title Wetland Scientist refers to a professional that maintains a certification with the Society of Wetland Scientist.

¹ https://www.mass.gov/files/documents/2018/12/19/criteria-for-selection-of-semi-finalists-and-finalists-160707.pdf

Evaluation Factors

Applications will be evaluated based upon the requirements of M.G.L. C. 7C, § 49 and the work listed on DSB Application Form Sections 4 and 5 which illustrate current qualifications in the following areas:

- Demonstrated collective experience of a multi-disciplined marine team that enables us to
 receive complete project engineering through civil and structural engineers, permitting
 specialists, surveyors, and to ensure that pier projects and goals are met in the most efficient
 and cost-effective way possible. We require expertise in the design, permitting, and
 construction administration of waterfront development and marine activities.
- 2. The experience of the MA registered project-leads for both the Designer and their consultants (principals and project managers) reflects their specific experience with this kind and scale of project. Evidence should show that they are capable of developing a strategy for and leading the client team, their own design team and any other stakeholders to a clear consensus and successfully constructed and in-budget project. Experience should include designing phased renovation and modernization projects
- 3. Demonstrated experience in the design and construction administration of hazardous material abatement and demolition projects, including the experience to develop and execute a scope of work that will satisfy the state requirements to address contaminated property (these requirements are set forth in Massachusetts General Law c. 21E and the Massachusetts Contingency Plan (MCP).
- 4. The prime and their key team members demonstrate experience with designing fossil fuel free HVAC, low temperature hot water systems, and low carbon fuel systems including energy efficiency, climate resilience, Passive House principles, Net Zero buildings, and the reduction of embodied carbon. Teams should demonstrate the use of metrics to measure progress toward specific design goals. When needed, expertise can be augmented by specific additions to the team.
- 5. The House Doctor, through their Diversity Focus Statement (in Section 5), shall demonstrate their firm's implementation of Diversity, Equity, and Inclusion (DEI) principles within its organization and within the design profession. The Statement shall:
 - a. document the firm's track record for meeting /exceeding DEI goals, highlighting specific project examples;
 - summarize the firm's approach toward assembling an inclusive team. Focus on the roles
 and responsibilities of diverse internal staff assigned and the SDO certified consultants. If
 two firms are partnering include the distribution of the work with the partnering firms; and
 - c. describe the prime design firm's approach to DEI in terms of ownership, staffing, mentorship, equity in salary, and outreach efforts to broaden participation of underrepresented firms working on public projects.

PROCUREMENT REQUIREMENTS

Procurement requirements for this public notice include, but are not limited to:

Designer Guidelines:

Maximizing Limited Resources

Given the importance of financial stewardship, an excellent design maximizes the impact of available resources. It should balance cost-effectiveness with innovation, creating spaces that are both practical and aesthetically pleasing and inclusive of the other design excellence elements noted here.

Sustainability and Resilience

In support of the Commonwealth's goals to create and manage forward thinking sustainable buildings, design teams are expected to identify and integrate carbon reduction strategies and resilience improvement opportunities associated with this project. This includes, but is not limited to, low/no carbon fuel sources, high efficiency measures, reducing embodied carbon, incorporating climate change resilience standards, and adhering to agency, climate change vulnerability assessments and resilience recommendations.

For these purposes, resilience is defined as: Ensuring that state facilities can be operated or adapted to resist and recover from the effects of hazards in a timely and efficient manner. This includes ensuring the preservation, restoration, or improvement of its essential structures and functions for the duration of its life cycle.

Healthy Building Environments

The Commonwealth is dedicated to reducing health and safety hazards in public buildings in a comprehensive and cost-effective manner, with a particular focus on protecting the health of children and other sensitive populations. The project will target the replacement of particular materials typically found in capital project specifications in order to reduce/eliminate building materials which contain VOCs, phthalates or other toxins, as well as seek to improve indoor air quality by other means. The space should also be nature and optimism infused to promote wellbeing and to celebrate daily life.

Inclusive and Accessible Spaces

Design excellence is intrinsically linked to inclusivity. The work provides an opportunity to ensure that every aspect of the design considers accessibility, creating an environment that is welcoming and supportive for all users, and staff, regardless of their abilities and is expected to meet the diverse and changing needs of users across age, ability, language, ethnicity, and economic circumstances. MassDevelopment welcomes innovative design strategies that are usable by the widest range of people operating in the widest range of situations without special or separate design.

The Design Team must comply, at a minimum, with 521 CMR, The Rules and Regulations of the Architectural Access Board, as well as the 2010 ADA Standards for Accessible Design. When the requirements of these two laws differ the Design Team shall comply with the one that provides the greater degree of accessibility. The Design Team is also expected to understand and reflect in its design the civil rights obligations of the Commonwealth under Title II of the Americans with Disabilities Act to provide equal access to programs, services, activities and comply with ADA scope requirements for alteration of primary function areas, as applicable.

Diverse Business Enterprise Participation

Diverse Business Enterprise Preference. It is the policy of the Commonwealth and the Agency to promote equity of opportunity in state contracting; and, to that end, to encourage full participation of Diverse Business Enterprises (as defined in the definitions and below) in all areas of state contracting pursuant to Executive Orders 565, 523, and 526. For purposes of this section, "Diverse Business Enterprise(s)" shall mean a minority business enterprise, women business enterprise, veteran business enterprise, or service—disabled veteran-owned business enterprise, each as certified by or recognized as certified (as of the Effective Date) by the Commonwealth of Massachusetts Operational Services Division's Supplier Diversity Office (SDO) pursuant to 425 CMR 2.00. It is the Agency's intention to create a level playing field on which Diverse Business Enterprises can compete fairly for contracts.

In addition to all other equal opportunity employment requirements of this Contract, the Agency strongly encourages the use of Diverse Business Enterprises as consultants, contractors, subconsultants, subcontractors, and suppliers. Lists of Diverse Business Enterprises certified or verified by the SDO are located at www.mass.gov/sdo. Designer shall cooperate with the Agency and exercise good-faith efforts to seek opportunities for Diverse Business Enterprise participation. At the time this Contract is executed, Designer shall submit a certified Diverse Business Enterprise Participation Schedule, in the form attached hereto as Attachment F, to the Agency. The Diverse Business Enterprise Participation Schedule is incorporated by reference into the Contract. Designer shall report on the amount of Diverse Business Enterprise participation in this Contract by submitting a Diverse Business Enterprise Participation Schedule to the Agency by July 17th of each year on an annual basis until the expiration of the Term, unless otherwise specified by the Agency.

Please see Exhibit C to the form Contract for MassDevelopment's DBE Program requirements.

Policies & Procedures

Construction Specifications

The designer shall be responsible for creating detailed comprehensive specifications specifically suited to the specific project in Standard CSI format.

Workshops

The House Doctor's team may be asked to hold periodic workshops to ensure that critical issues are not overlooked and that all team members have an opportunity to contribute their expertise, to anticipate potential obstacles, to identify potential solutions, and to expedite the decision-making process. Attendance by key members of the House Doctor's team may be required at any workshops.

Environmental and Other Supplemental Services

Development of any site hazardous materials assessments, specifications, and documents will be provided through the MA Certified Licensed Site Professional (LSP) design team member identified above.

Lead-based paint and asbestos testing and inspection services or other environmental services will be provided as a reimbursable to the Designer, but the Designer's cost for procurement, coordination, and administering of this consultant are part of the basic service. The analysis and clarification of test and inspection results, recommendations for action, preparation of the project specification relating to these recommendations, construction administration and assistance in the scheduling of post-abatement certification inspections are Basic Services.

MassDevelopment reserves the right to obtain supplemental services through independent consultants who will collaborate with the House Doctor's team. These supplemental services may include, but are not limited to, asbestos inspection and monitoring, and indoor air quality testing and monitoring.

Other reimbursable services may apply to the project.

Cost Estimating

The DCAMM cost estimating manual is a useful tool that is often consulted during project planning and design. All estimate types will not be needed for every project and the estimating format and dataset will be the most appropriate for a particular project.

Building Information Modeling (BIM)

Respondents should identify their CAD Drafting capabilities / staff levels and include their experience and expertise using BIM. Specific requirements for using BIM for design and / or for providing as-built data will be on a case-by-case basis.

CONTRACT REQUIREMENTS

Awarding Contract for House Doctor Services

Appointed applicants will execute MassDevelopment's Designer Services Contract, without revisions or modifications. The Designer Services Contract is available for review and download on the Designer Selection Board website click here.

There is no guarantee of a minimum amount of work that will be awarded in any given year or over the term of the MassDevelopment Designer Services Contract. There is no minimum payment guaranteed under the contract.

Financial Statement

M.G.L. c. 7C, §51 requires that on public design contracts where the total design fee is expected to exceed \$30,000 and for the design of a project for which the estimated construction cost is expected to exceed \$300,000 the Designer shall:

- a) File its latest CPA or PA audited financial statement with the Awarding Agency, and continue to do so annually throughout the term of the contract; and
- b) Submit a statement from a CPA or PA that states that they have examined management's internal auditing controls and expresses their opinion regarding those controls to the Awarding Agency.

Insurance

Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers. The Designer shall purchase and maintain at its own expense during the life of this Contract the following insurance: Workers' Compensation Insurance in accordance with M.G.L. c. 152. ii. Commercial General Liability Insurance shall be no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000;000 products and completed operations aggregate and \$1,000,000 personal and advertising injury. MassDevelopment shall be listed as an additional insured. iii. Automobile Liability Insurance for any owned, non-owned, and hired vehicles shall be no less than \$1,000,000 combined single limit for bodily injury & property damage. MassDevelopment shall be listed as an additional insured. iv, Excess Liability limits shall be \$5,000,000 aggregate. MassDevelopment shall be listed as an additional insured. v. Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data. relating to the work covered by this Contract in the event of loss or destruction while in the custody of the Designer until the final fee payment is made or all data is turned over to MassDevelopment, and this coverage shall include coverage for relevant electronic media including, but not limited to, documents stored in computer aided design drafting (CADD) systems.. 12.3 Professional Liability. The Designer shall maintain professional liability insurance covering errors and omissions and negligent acts of the Designer, and of any person or entity for whose performance the Designer is legally liable. Unless an alternate amount is otherwise specified in the documents incorporated by reference into Section 3.1 of this Contract, the minimum amount of such insurance shall equal the greater of \$2,000,000 or 10% of the Project's Fixed Limit Construction Cost. For certain projects, MassDevelopment may require additional insurance and shall specify such coverage in the relevant Delivery Order to be agreed by both MassDevelopment and Developer. Unless the Designer is specifically required to provide project-specific insurance in the documents incorporated by reference into Section 3.1, the policy may be in a "claims made" format. If the policy is a "claims made" policy, it shall include a retroactive date that is no later than the Effective Date of this Contract, and Designer shall continue to provide such coverage for a period of at least six (6) years after the earlier of: (1) the date of official acceptance of the completed Project by MassDevelopment; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by MassDevelopment pursuant to M.G.L, c. 30; or (4) the date of documents icon architecture agreementjanis.docx 34 substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by MassDevelopment, which requirement can be met by providing renewal certificates of professional liability insurance to MassDevelopment as evidence that this coverage is being maintained. [M.G.L. c. 7, § 51] 12.4 Liability of Designer. Insufficient insurance shall not release the Designer from any liability for breach of its obligations under this Contract. Without limitation, the Designer shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work covered by this Contract.

CONDITIONS FOR APPLICATION

Before a designer can apply for a project within DSB jurisdiction, they must file a written "disclosure statement" in accordance with M.G.L. c. 7C, § 48. The statement provides the basis for the DSB informational database and verifies that the designer meets certain general qualification and ownership requirements detailed in M.G.L. c. 7C, §§ 44 and 48. To help firms meet this requirement, the DSB

provides an online registration system that can be accessed here. Firms must register on this platform to submit the required disclosure statement; paper disclosure statement submissions are no longer accepted. As part of applying for a particular project, firms must verify that the information provided remains accurate and up-to-date or, if necessary, submit updated information.

No fewer than three (3) public agency evaluations and/or private sector references completed within the past five years are required to be submitted with the application. All evaluations and references should be submitted through the <u>Designer Selection Network</u> for attachment to the application. The Designer Selection Board and Agencies reserve the right to check additional evaluations and references as part of the application review process.

In addition to the criteria described in the public notice, the Designer Selection Board will review the applications in pursuit of the principles described in M.G.L. c. 7C, §44 (a).

APPLICANTS, PLEASE NOTE

Applicants are required to use the <u>Designer Selection Network Portal</u>.³ New users can request credentials through the system login screen.⁴

² https://www.mass.gov/service-details/dsb-online-registration-process

³ https://dsb.formverse5.com/FORMVERSESERVER-DSB/WebApp/Login.aspx

⁴ https://dsb.formverse5.com/FORMVERSESERVER-DSB/WebApp/Login.aspx