

Commonwealth of Massachusetts  
EXECUTIVE OFFICE  
OF HOUSING AND LIVABLE  
COMMUNITIES

Maura Healey, Governor ♦ Kim Driscoll, Lieutenant Governor ♦ Edward Augustus, Secretary

2

**REQUEST FOR DESIGNER SERVICES (RFS)**

**FOR**

**House Doctor Program to Provide:  
Miscellaneous Repairs, Renovations, and Studies at  
Various Local Housing Authorities**

**RFS EOHLC HD2020**

**with Amendment-1 2024 to Add Design Consultants  
(see Attached Amendment 1 for Changes Incorporated in the RFS)**

**Invitation:** The Massachusetts Executive Office of Housing and Livable Communities (“EOHLC”), acting on behalf of all Local Housing Authorities (“LHAs”) throughout the Commonwealth, is seeking the services of qualified “Designers” within the meaning of M.G.L. Chapter 7C, Section 44, to provide professional design and construction administration services for a variety of yet-to-be determined projects.

**1. BACKGROUND**

EOHLC has oversight responsibilities, including funding for capital improvement projects, for state-aided public housing at approximately 230 LHAs across the Commonwealth. The portfolio includes approximately 43,500 units of housing in 7,000 buildings ranging from single-family houses to high-rise apartment buildings. Housing is provided for families, elders, and individuals with special needs. Dates of construction of these facilities range from the 1880’s to the present. Building and system types vary significantly.

The construction projects at the LHAs will be in a range from \$50,000 up to \$1,000,000. LHAs will need, and seek, a wide variety of technical assistance and professional design services for these projects.

The House Doctor program is intended to provide a pool of pre-qualified design consultants to respond to our goals of maintaining and modernizing our facilities. EOHLC anticipates that the bulk of the projects will involve work in the following areas:

Architecture: kitchen renovation, bath renovation, door replacement, window replacement, roofing repairs/replacement, and siding repair/replacement, accessibility modernization/reasonable accommodations, deck repair/replacement, masonry renovations, weatherization improvements, sustainability improvements, resiliency improvements;

Civil Engineering: septic system repair/replacement, and roadway/parking lot/walkway repair and reconstruction, site drainage, retaining wall repair/replacement, flood mitigation measures;

Electrical Engineering: fire alarm upgrades, electrical upgrades, and emergency generator replacement, building security upgrades, intercom upgrades;

Mechanical Engineering: boiler and heating system repair/replacement and plumbing system repair / replacement;

Vertical Transportation: elevator analysis, elevator repairs/replacement;

Structural Engineering: structural analysis, concrete structural repairs, wood and steel structural repairs, sill and foundation repairs;

Landscape Architect: site and development planning, planting, grading, paving, and such structural features as fences, steps, walls, garden structures, and minor utilities normally included as a part of their work;

Additional disciplines as amended in Amendment 1:

Cost Estimator: construction cost estimating for capital project planning and design and;

Code Consultant: code analysis on building codes, energy conservation codes, MA Stretch Code, accessibility codes, zoning codes and other applicable regulatory codes for design and construction. (The work may be project based or non-project specific consultation on evolving codes and regulatory compliance.)

All disciplines may be requested to participate in studies for future larger projects, hazardous material abatement and compliance, and sustainability/resiliency to climate change/healthy building environment evaluations.

## **2. PURPOSE**

EOHLC is seeking to identify Designers who are interested in working on a higher quantity of these limited-scope projects and who can do so without a great deal of oversight by EOHLC.

## **3. DEFINITIONS**

APPLICANT: A Designer who submits an application pursuant to this RFS.

APPROVAL: A written communication from EOHLC approving either the work of the current Project Phase and authorizing the Designer to proceed to the next Project Phase or the scope and compensation for either Extra Services or Reimbursable Expenses. The Approval may include the approval of compensation, the construction budget, and the time required for submission.

BASIC SERVICES: The minimum level of services to be provided by the Designer under a Work Order.

DEPARTMENT: The Executive Office of Housing and Livable Communities (also referred to as "EOHLC")

DESIGN & CONSTRUCTION - GUIDELINES & STANDARDS: A set of guidelines and standards published by EOHLC which sets a practical benchmark to develop acceptable solutions to design challenges. These documents can be found at: <https://www.mass.gov/info-details/design-construction-guidelines-standards>

DESIGNER: An individual, corporation, partnership, sole proprietorship, joint-stock company, joint venture, or other entity registered in the Commonwealth to engage in the practice of architecture, landscape architecture, or engineering.

DESIGNER SERVICES: The services to be performed by the Designer and its sub-consultants or its subcontractors under a Work Order.

GENERAL LAWS: The Massachusetts General Laws as amended (herein referred to as "G.L." or M.G.L.") including any rules, regulations and administrative procedures implementing said laws.

LOCAL HOUSING AUTHORITY (herein referred to as "LHA"): The housing authority identified in a Work Order.

PRINCIPALS: The owners and/or officers of the Designer who are actively involved in the management of the work.

PROJECT MANAGER: The person designated by the Designer to oversee the performance of the professional services of a particular Work Order.

REQUEST FOR DESIGNER SERVICES: (herein referred to as "RFS") this document and the RFS Contract Acknowledgement which shall be deemed to be incorporated into all Work Orders approved under this RFS.

SUB-CONSULTANT: Any company, firm, or business having a direct contractual agreement with the Designer that provides Basic Services to the Designer.

SUBCONTRACTOR: Any company, firm, or business having a direct contractual relationship with the Designer and that provides Extra Services for which the Designer is entitled to be reimbursed under Section 6.3.

WORK ORDER: Document issued by EOHLC and electronically signed by the LHA, Designer and EOHLC describing the specific scope of services, phases of the work, and compensation for each assignment.

#### **4. NUMBER AND TYPE OF DESIGNERS SOUGHT (as Amended in Amendment 1)**

EOHLC is seeking Designers qualified in one or more of the disciplines noted below to perform various professional services for yet-to-be-determined projects. **NOTE:** An applicant's cover letter should clearly state the discipline(s) for which the applicant wishes to be considered. (The cover letter should be submitted as PDF attachment to Section 5 of the DSN application.) See Amendment 1.

This amended solicitation advertisement on **5/1/2024** allows for the addition of consultants to the House Doctor Program. It also allows the DSC to select a quantity of consultants to fill out the original request where the count was not satisfied in the original solicitation. The goal is to meet the targeted count after the amendment.

<b>Original Request</b>	<b>Consultant Count After Amendment</b>	<b>Additional Consultants Requested based on current House Doctor Count*</b>
Architecture: 40 (currently 40 HD)	60	+20
Civil Engineering: 9 (currently 6 HD)	11	+5
Electrical Engineering: 16 (currently 11 HD)	21	+10
Mechanical Engineering: 16 (Currently 10 HD)	16	+6
Vertical Transportation: 3 (Currently 1 HD)	3	+2
Structural Engineering: 4 (Currently 4 HD)	6	+2
Landscape Architecture: 3 (Currently 3 HD)	no change	+0
Cost Estimator 0 (Currently 0 HD)	1	+1
Code Consultant (Currently 0 HD)	1	+1

\* The current House Doctor count may be slightly less than listed due to retirements and that a House Doctor may choose not to accept Amendment 1 (see attachment), in which case the House Doctor status will not continue. This will be considered in the selection process to meet the targeted count.

## **5. DURATION OF SERVICES**

### **5.1 Duration**

- 5.1.1 Work Orders issued pursuant to this RFS must be approved by EOHLC no later than June 30, 2025.
- 5.1.2 EOHLC may elect to amend the RFS contract during the contract duration. The Designer has the option to agree to the contract revisions and continue for the duration of the contract or may choose to terminate at the time of the amendment.
- 5.1.3 EOHLC may elect to extend the RFS contract for any Designer for additional years, should the Designer: 1) agree to the extension, and 2) agree to the contract revisions that may be associated with EOHLC's extension contract.

## **6. SCOPE OF SERVICES**

### **6.1 Basic Services**

- 6.1.1 The Basic Services will consist of the work in the phases described in the Work Order, and include all necessary sanitary, structural, fire protection, civil, mechanical and electrical engineering, energy evaluations, resiliency to climate hazard evaluations, attention to healthy building environments, including the selection of mindful materials, detailed cost estimates, site planning and landscape planning, and all aspects of professional design and construction administration as they relate to the scope of work described in the Work Order. The required services set forth in the Work Order are initially developed by EOHLC but may be amended by negotiation with the Designer prior to the signing of the Work Order.
- 6.1.2 The Designer is responsible for identifying which building components within EOHLC's Capital Planning System database were renewed or altered as a result of the construction. The Designer will be given a list of possible components and will be required to provide lifecycle information for the components affected during the project. The information is to be provided in the format required by EOHLC.

- 6.1.3 The Designer is responsible for scheduling and conducting meetings described in the Work Order and the preparation and distribution of meeting notes of all meetings with EOHLC and the LHA and other meetings as required by EOHLC.
- 6.1.4 The Designer shall complete the services specified in the Work Orders meeting the schedule and submission dates established in the Work Orders or as they may be modified by written approvals from the Authority and EOHLC.
- 6.1.5 The Designer is responsible for the production and delivery to EOHLC of up to five hardcopy sets of each submission package. In addition, an electronic version of each submission package is to be submitted into the EOHLC project management system called Cap Hub.
- 6.1.6 The Designer is responsible for archiving the bid documents, including addendum, and for the drafting and archiving of Record Documents, based on information supplied by the construction contractor and/or Project Representative. The Designer shall both submit the complete bid documents into Cap Hub and transmit one PDF file of the bid documents and one copy of the as-built set of documents to BidDocsONLINE to be archived. The PDF documents shall be forwarded via email to [support@biddocsonline.com](mailto:support@biddocsonline.com). If the documents are too large to email, please forward a CD to BidDocsONLINE, P.O. Box 51, Groton, MA 01450. All documents should be accompanied by a transmittal indicating the Housing Authority, the project name, the development name and number, the EOHLC number and the Designer's contact information.
- 6.1.7 In order to preserve the environment for present and future generations and to encourage environmental justice for the residents of Local Housing Authorities, the Designer is responsible for identifying and recommending the use of energy and water conservation measures, resiliency to climate hazard measures, non-toxic/mindful material selection, indoor air quality improvement measures, and pollutant reduction measures as they relate to the scope of work described in the Work Orders.

## **6.2 Design within Construction Budget**

The Designer shall prepare cost estimates to be included with each phase submission or at more frequent intervals as required in the Work Order. The format shall be as approved by EOHLC. EOHLC establishes the Construction Budget for each assignment. The Designer shall undertake every effort to produce a design accommodating the scope of work outlined in the Work Order that can be constructed within the Construction Budget established for the assignment. In the event the cost as estimated by the Designer exceeds the Construction Budget, EOHLC may require the Designer to revise the design to keep the cost estimate for the assignment within the Construction Budget. The Designer shall not be entitled to extra compensation for making such revisions. The Designer must receive written approval of the LHA and EOHLC before the Construction Budget shall be considered revised.

## **6.3 Extra Services**

Extra Services are those services requested by the LHA or EOHLC, after the Work Order has been executed, to be performed by the Designer but which are in addition (or "extra") to the services described in the Work Order. The proposed cost, scope, and schedule of all extra services shall be presented to the LHA and EOHLC in writing and approved by the LHA and EOHLC in writing prior to the performance of extra services.

**Unless specifically indicated in the Work Order as Basic Services** and with the prior written approval of the LHA and EOHLC, the Designer shall perform any of the following services as extra services in addition to the Basic Services described above:

- 6.3.1 Preparing documentation of existing buildings when such documentation does not exist;
- 6.3.2 Preparing special studies, reports, or applications, other than those specifically required as part of Basic Services;
- 6.3.3 Revising previously approved reports, drawings, specifications or other documents to accomplish changes authorized by EOHLC, except revisions prepared by the Designer to meet the Project Construction Budget, or to correct items that are the responsibility of the Designer under Basic Services;
- 6.3.4 Revising construction documents submitted in their final and complete form if general bids are not advertised based on such construction documents within six months after submission;
- 6.3.5 Re-bidding a project for reasons other than errors and omissions on the part of the Designer;
- 6.3.6 Attending meetings in matters of dispute, conference, or conciliation as required by EOHLC, provided such activities did not arise due to the fault of the Designer;
- 6.3.7 Furnishing professional services in excess of Basic Services made necessary by the default of the construction contractor;
- 6.3.8 Providing consultation concerning replacement of any work damaged by fire or other cause during construction;
- 6.3.9 Preparing change orders and supporting data in accordance with Section 7.5;
- 6.3.10 Assisting EOHLC in litigation or claims arising out of the construction, provided such litigation or claims did not arise due to the fault of the Designer;
- 6.3.11 Preparing operating and maintenance manuals;
- 6.3.12 The Designer usually will be entitled to extra services for making submissions in excess of the number specified or attending meetings in excess of the number specified for a Phase, provided, however, that in no event shall the Designer be entitled to extra services if EOHLC reasonably determines that the additional submissions or the additional meetings were required, in whole or in part, due to either the Designer's lack of preparation, or deficiencies or omissions in documents prepared by the Designer.
- 6.3.13 Performing professional services that are not otherwise required or that could not reasonably have been anticipated under this Contract as part of the scope of Basic Services.

Invoices for extra services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of extra services performed. For the extra services provided pursuant to this Section, the Designer shall be compensated by EOHLC at the rates noted in Section 7.1.

#### **6.4 Quality and Standards**

The following quality standards shall apply to all services utilized under this contract:

- 6.4.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, reports, estimates and other work furnished by her or her sub-consultants or his subcontractors. Changes, corrections, additions or deletions requested by EOHLC shall be incorporated into the design unless detailed objections thereto are received from the Designer and subsequently approved EOHLC.
- 6.4.2 The Designer shall complete the services required under the Work Order in a prompt and continuous manner, and shall meet the schedule and submission times established in the Work Order.
- 6.4.3 The professional services shall be performed in conformance with the scope of services established for this assignment in the Work Order.
- 6.4.4 The professional services shall be performed in conformance with applicable federal, state, and local laws, ordinances and regulations and the EOHLC Design and Construction Guidelines and Standards.
- 6.4.5 The Designer shall use a Massachusetts registered design professional for all construction administration services.

During the Designer's performance of the services required under this RFS, EOHLC may review the Designer's work. Such reviews will not relieve the Designer from compliance with the items 6.4.1 through 6.4.4 above. The following metrics will be used as part of the evaluation of performance:

- Submission schedule: The Designer shall be given the opportunity to offer changes to the submission schedule set forth in the draft Work Order. Once the submission schedule is agreed to by the Designer and EOHLC, the expectation is that the Designer will adhere to that schedule.
- Rejected submissions: EOHLC will be noting submissions that are rejected more than once.
- Change Orders: EOHLC will be noting the frequency of change orders due to Designer omission/error.
- The EOHLC evaluation rating.

#### **7. COMPENSATION**

For the performance of all Basic Services required under this RFS and as delineated in the Work Order, the Designer shall be compensated by the LHA in the amount specified in the Work Order. Upon satisfactory completion of the required services, progress payments shall be made in amounts set forth in the Work Order.

##### **7.1 Fees for Extra Services (as Amended in Amendment 1)**

In preparing an extra services proposal the Designer, the Authority, and EOHLC shall negotiate an increase in the fee. Amended services will be approved by the Authority and EOHLC in Cap Hub after the negotiation noted above has concluded and prior to the performance of these services.

##### **7.2 Reimbursable Expenses**

For coordination and responsibility for the work described in sections 7.2.1 through 7.2.5, the Designer shall be reimbursed its actual costs, supported by invoices or receipts, plus ten percent. The following are reimbursable expenses:

- 7.2.1 The cost of printing more than five copies of submissions per phase when required to submit more than five copies;
- 7.2.2 The cost of printing the bid documents and the related postage during the bid period;
- 7.2.3 The cost of hazardous material testing will be considered a reimbursable service to the Designer but the Designer's cost for administering the consultant is a part of the basic service;
- 7.2.4 Certain out-of-pocket expenses paid by the Designer such as filing fees, and permit fees that are normally paid by the LHA
- 7.2.5 Any other specially authorized reimbursement deemed essential by EOHLC in writing.

### **7.3 Non-Reimbursable Items**

- 7.3.1 EOHLC shall not reimburse the Designer or its sub-consultants or its subcontractors for telephone, postage and delivery expenses unless specifically referred to in the Work Order.
- 7.3.3 The Designer shall not be entitled to compensation under this Section for the services of sub-consultants hired to perform Basic Services. If a sub-consultant hired to perform Basic Services performs extra services approved by EOHLC, compensation for such extra services shall be made under Section 7.1.

### **7.4 [Intentionally Omitted]**

### **7.5 Design Fees and Responsibility for Change Orders**

- 7.5.1 The Designer shall be entitled to extra services compensation for preparing change orders initiated and approved by EOHLC.
- 7.5.2 The Designer shall be entitled to extra services compensation for preparing change orders required for additional work that could not have reasonably been anticipated by the Designer during its performance of Basic Services, as determined by EOHLC.
- 7.5.3 The Designer shall not be entitled to extra services compensation for preparing change orders to adjust the scope of construction work arising from existing conditions and for which unit prices are specified.
- 7.5.4 The Designer shall not be entitled to extra services compensation for preparing change orders required for additional work that could have reasonably been anticipated by the Designer during its performance of Basic Services, as determined by EOHLC.
- 7.5.5 Change orders for which the Designer receives no compensation shall be referred to as "no fee change orders."
- 7.5.6 The fact that the Designer receives no compensation for preparing a change order shall not limit EOHLC's legal remedies for recovering its additional costs associated with that change order.



## **8. OWNERSHIP OF DOCUMENTS**

All studies, designs, drawings, specifications, materials, and submissions, collectively referred to as "submissions", prepared under this RFS shall be the property of EOHLC, and at the completion or termination of the Designer's services, original documents, in both paper and electronic format, shall be promptly turned over to EOHLC. EOHLC shall have all right, title and interest in such submissions, including any rights under copyright law, whether express or implied.

EOHLC may use the design submissions made under this RFS, or any portions thereof, for other projects, in which event the Designer shall have no liability to EOHLC for such re-use, nor shall the Designer be entitled to any additional compensation for such re-use. For any such re-use, the Designer who originated those designs will not appear as the author of the new work.

## **9. ADDITIONAL TERMS AND CONDITIONS**

### **9.1 Release and Discharge**

The expiration of this RFS or the acceptance by the Designer of the last payment under the provisions of Section 9.3.3 in the event of termination of a Work Order, shall in each instance, operate as and be a release to EOHLC, and the LHA and their employees and agents, from all claims of the Designer and its consultants for payment for services performed and/or furnished, except for those written claims submitted by the Designer to EOHLC with, or prior to, the expiration of the RFS or the last invoice under the provisions of Section 9.3.3.

### **9.2 Disputes**

9.2.1 In the event of a dispute arising under the Work Order, the Designer shall notify the EOHLC project manager assigned to the project of the dispute, in writing. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. Regardless of when the dispute arises, the Designer shall proceed with the disputed work in compliance with the Work Order pending resolution of the dispute. Such compliance shall not be a waiver of either party's rights to make a claim, provided it has notified the other party in writing as stipulated above.

9.2.2 EOHLC's Director of Project Management Unit, or his/her designee, will convene a formal review meeting between the Designer, the LHA, and EOHLC's staff to evaluate the dispute. Within 30 days of such meeting, the Unit Director or his/her designee, shall issue a written response to the Designer evaluating the dispute and stating EOHLC's position regarding the dispute. Such written decision shall be EOHLC's final decision regarding the dispute.

9.2.3 The existence and/or utilization of the foregoing dispute procedure shall not affect or limit the Designer's or LHA's or EOHLC's rights or remedies available at law or in equity (including specific performance) for a breach of any term or condition of the Contract.

### **9.3 Assignment, Suspension, Termination**

#### **9.3.1 Assignment**

The Designer shall not assign or otherwise delegate any part of its services or obligations under the RFS without the prior written approval of EOHLC. Such written consent shall not in any way relieve the Designer's assignee from its responsibility for coordination and professional and technical accuracy of all data, designs, drawings, specifications, estimates and other work or materials furnished under the RFS.

#### **9.3.2 Suspension**

EOHLC may, at any time, by written notice, suspend work under a Work Order. If EOHLC provides such written suspension to the Designer, the Designer shall be compensated for services performed prior to notice of such suspension.

The Designer may request EOHLC to provide a status report on the status of a Work Order and EOHLC shall respond to such request within fourteen days of receipt.

The Designer may, in writing, submit a request to EOHLC to issue a written suspension of the work under a Work Order. EOHLC shall respond to such written suspension request within fourteen days of receipt.

#### **9.3.3 Termination**

By written notice to the Designer and the LHA, EOHLC may terminate the work under a Work Order at any time with or without cause. If such termination shall occur through no fault of the Designer, all compensation and reimbursement due to the Designer for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Designer.

By written notice to EOHLC and LHA, the Designer may terminate work under a Work Order. Upon a termination by the Designer, the Designer shall be compensated as provided above.

### **9.4 Notices**

Any notice required to be given by EOHLC to the Designer, or by the Designer to EOHLC, shall be deemed to have been so given, whether or not received, if emailed to the EOHLC Project Manager or the Designer, as the case may be.

### **9.5 Indemnification of EOHLC and LHA**

9.5.1 The Designer or its assignee shall defend, indemnify and hold harmless EOHLC and the LHA, their officers, agents and employees, against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which EOHLC or LHA may sustain, incur or be required to pay, arising out of or in connection with services performed under this RFS, by reason of any negligent action or inaction or willful misconduct of the Designer, a person employed by the Designer, or any of its consultants; provided that:

9.5.1.1 The Designer is notified of any claim within a reasonable time after EOHLC or LHA becomes aware of it; and

9.5.1.2 The Designer is afforded an opportunity to participate in the defense of such claim.

9.5.2 In the event the Designer assumes its obligations to defend, indemnify and hold harmless EOHLC pursuant to Section 9.5.1, the Designer shall have the right to disapprove any negotiated settlement of such claim.

### **9.6 Insurance**

#### **9.6.1 Professional Liability Insurance:**

In accordance with M.G.L. c.7C, sect. 51(e), the Designer shall, at its own expense, obtain and maintain a Professional Liability Policy covering errors, omissions, or negligent acts arising out of the performance of the scope of services set forth in the Work Order in a

minimum amount equal \$1,000,000. The Designer may have a Professional Liability Policy with a deductible which exceeds \$15,000 if it submits a statement of current net worth to EOHLC demonstrating to EOHLC's satisfaction that it has financial resources sufficient to directly absorb the possible liability expense of such a deductible amount. The designer is responsible for the payment of any and all deductibles, self-insured-retentions or portion thereof. The insurance company rating shall be AM Best A- or better, or equivalent. Insurance limits shall have no limitation on liability. Excess Coverage is permitted at the sole discretion of the Designer.

The coverage shall be in force from the time of the application for consideration to six (6) years beyond the date of the final invoice under a Work Order. Since this insurance is normally written on a year-to-year basis, the Designer shall immediately notify EOHLC should coverage become unavailable or should there be a change in its insurer during the period covered by this RFS.

Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with EOHLC. Any cancellation of insurance, whether by the insurers or by the insured, shall be given in writing by the party proposing cancellation to the other party and to EOHLC, at least thirty days prior to the intended effective date thereof, which date should be expressed in said notice.

Subcontractors and sub-consultants hired by the Designer will also be required to meet the requirements of Professional Liability Insurance as outline above.

**9.6.2 Worker's Compensation Insurance:**

The Designer shall, before commencing any work under this RFS, provide, by insurance, for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. Chapter 152, as amended, to all persons employed by the Designer and shall continue such insurance in full force and effect during the term of this RFS.

**9.6.3 Asbestos, Lead and other Hazardous Materials:**

To the extent the Contract or Approved Scope of Services requires hazardous material consulting services, Subcontractors who perform Hazardous Materials Consulting Services, shall possess pollution liability coverage for bodily injury and property damage, asbestos, lead paint tank removal, contaminated soil, including on-site and off-site injury, including legal defense, investigation, and clean-up costs. The Pollution Limit of liability shall be \$1,000,000 per occurrence and \$3,000,000 aggregate. Continuous coverage is to be maintained for a minimum of six years. The insurance policy shall cover the liability of the Designer, and its Sub-Consultants or Subcontractor, as applicable, during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere, or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include legal defense, investigation and on and off-site clean-up costs.

In addition, the Designer's Professional Liability Insurance should provide coverage for the Designer to coordinate the work described in Section 7.2.3 above (consultant services for the testing for and abatement of, asbestos, lead or other hazardous materials.) If the

Designer's insurance coverage is such that the Designer would be prohibited from doing this work, the Designer should not submit an application pursuant to this RFS.

**9.6.4 Commercial General Liability Insurance (CGL):**

The Designer shall carry CGL written on an occurrence basis with coverage no less broad than the most recent version of ISO CG 00 01. No amending or exclusionary endorsements material to obligations in this Contract may be attached. Limits shall not be less than \$1,000,000 each occurrence. EOHLC and the Awarding Authority shall each be listed as an additional insured on a form no less broad than CG 20 38.

**9.6.5 Automobile Liability Insurance:**

The Designer Shall carry Automobile Liability insurance covering all owned, non-owned and hired automobiles at a limit of not less than \$1,000,000 each accident or loss. Limits may be provided through a combination of primary and umbrella policies.

**9.6.6 Valuable Papers Insurance:**

The Designer shall carry 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 the RFS 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 archived per 6.1.6. This coverage shall include coverage for relevant electronic media.

**9.7 Statutory Requirements**

**9.7.1 Out-of-State Designer Receipt of Process**

If the Designer's principal place of business is outside of the Commonwealth of Massachusetts, the Designer hereby appoints the Secretary of State of the Commonwealth of Massachusetts to be its attorney in Massachusetts, upon whom legal processes in any action or proceeding arising out of this RFS may be served. The Designer hereby stipulates and agrees that any lawful process against it, which is served on the Secretary of State, shall have the same legal force and validity as if served on said Designer. Such authority shall continue in force so long as any liability remains outstanding against said Designer.

**9.7.3 Certification Pursuant to M.G.L. c. 7C Sect. 51(d)**

In accordance with M.G.L. c. 7C, Section 51 (d), the signer of the Work Order certifies, as a principal or director of the Designer, that the Designer has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of a Work Order; no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Designer or subcontractor of a contract by the Designer; no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the Designer in obtaining a Work Order upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of a Work Order to the Designer.

**10. QUALIFICATIONS**

Some qualifications vary by discipline. Qualifications that are unique to one discipline will be designated "Architecture," "Civil Engineering," "Electrical Engineering," "Mechanical Engineering," "Vertical

Transportation,” or “Structural Engineer” as the case may be. **NOTE:** In order to apply for a particular discipline, an applicant must employ a person(s) in-house who possesses the minimum qualifications.

## **10.1 Minimum qualifications**

All Applicants must possess the qualifications stated in Subsections 10.1.1, 10.1.3 and 10.1.4. Additionally, Applicants must possess the qualifications stated in at least one of the six subsections of 10.1.2 noted below, as the case may be, in order to be considered:

10.1.1 Be a qualified Architecture or Engineering firm (within the meaning of M.G.L. Chapter 7C, Section 44), with a Massachusetts registration;

### **10.1.2 Discipline:**

10.1.2.1 Architecture: Be a firm employing a registered Architect responsible for and being in control of the work under this contract;

10.1.2.2 Civil Engineering: Be a firm employing a registered Civil Engineer responsible for and being in control of the work under this contract;

10.1.2.3 Electrical Engineering: Be a firm employing a registered Electrical Engineer responsible for and being in control of the work under this contract;

10.1.2.4 Mechanical Engineering: Be a firm employing a registered Mechanical Engineer responsible for and being in control of the work under this contract;

10.1.2.5 Vertical Transportation: Be a firm employing a Qualified Elevator Inspector (as defined by the American Society of Mechanical Engineers) responsible for and being in control of the work under this contract;

10.1.2.6 Structural Engineering: Be a firm employing a registered Structural Engineer responsible for and being in control of the work under this contract;

10.1.2.7 Landscape Architecture: Be a firm employing a registered Landscape Architect, responsible for and being in control of the work under this contract;

**10.1.2.8** Cost Estimator: Be a firm employing a professional cost estimator trained in the field of engineering, construction management, or architecture. Be fluent in renovation and new construction projects of multi-family developments of wood, light gauge metal framing, and podium construction. Be familiar with the market trend in the last 5 years.

**10.1.2.9** And Code Consultant: Be a firm employing a professional code consultant trained in the field of architecture, fire protection or other related engineering field. Be fluent in the 9<sup>th</sup> edition CMR MA State Building Code, MA Stretch Code, and accessibility codes.

10.1.3 Be experienced in renovations of and repairs to existing buildings and systems (Note: To receive credit for this requirement, a list of past jobs meeting the criteria must be included in the EOHLC's Form AE-3 – House Doctor Solicitation (project specific application)) Designers should submit the required information at the time of submittal

of the RFS application. The AE-3 -- House Doctor Solicitation is found at <https://www.mass.gov/service-details/designer-selection>; and

10.1.4 Applicants must have an up-to-date Registration and Disclosure. See Section 11.11.1.

## **10.2 Preferred qualifications**

### **10.2.1 Discipline:**

- 10.2.1.1 Architecture: Be experienced in kitchen renovation, bath renovation, door replacement, window replacement, roofing repairs/replacement, and siding repair/replacement, accessibility modernization/reasonable accommodations, deck repair/replacement, masonry renovations, weatherization improvements, sustainability improvements, resiliency improvements at multi-family developments. To receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.
- 10.2.1.2 Civil Engineering: Be experienced in septic system repair/replacement, and roadway/parking lot/walkway repair and reconstruction, site drainage, retaining wall repair/replacement, flood mitigation measures at multi-family developments. To receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.
- 10.2.1.3 Electrical Engineering: Be experienced in fire alarm upgrades, electrical upgrades, and emergency generator replacement, building security upgrades, intercom upgrades at multi-family developments. To receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.
- 10.2.1.4 Mechanical Engineering: Be experienced in boiler and heating system repair / replacement and plumbing system repair / replacement at multi-family developments. To receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.
- 10.2.1.5 Vertical Transportation: Be experienced in elevator analysis and repairs/replacement at multi-family developments. To receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.
- 10.2.1.6 Structural Engineering: Be experienced in structural analysis, concrete structural repairs, wood and steel structural repairs, sill and foundation repairs at multi-family developments. To receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.
- 10.2.1.7 Landscape Architecture: Be experienced in new, repaired and renovated site improvements including driveways, parking lots, walkways, ramps, steps, walls, fencing, plantings and lawns at multi-family developments. To receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.
- 10.1.2.8 Cost Estimator: Be a firm employing a professional construction cost estimator, the estimator in control of the project must have demonstrated extensive experience in renovation and new construction projects in the multi-family housing market serving AE&C industry in Massachusetts. To

receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.

- 10.1.2.9** And Code Consultant: Be a firm employing a professional code consultant, the consultant in control of the project must have demonstrated extensive experience in providing analysis for applicable Building Codes, Energy Codes, MA Stretch Code, Accessibility Codes, and other local regulatory codes in the multi-family housing market serving AE&C industry in Massachusetts. To receive credit, projects must be listed on the DSN application Section 4a. See "11. APPLICATION CONTENT" for instructions.

## **11. APPLICATION CONTENT**

The EOHLC Designer Selection Committee has transitioned to a new online system for all its Designer Request for Services operations on the **Designer Selection Network**. All applications must be completed within the **Designer Selection Network**. New users can request credentials through the system login screen: <https://dsb.formverse5.com/FORMVERSESERVER-DSB/WebApp/Login.aspx>

Persons or firms interested in applying must meet the following requirements:

- 11.1** Before a designer can apply for a project within EOHLC (a part of the DSB jurisdiction), they must file a "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 **Designer Selection Network** provides an online registration system that must be completed by the submittal of this application; 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. Sub consultants must also submit the "disclosure statement."
- 11.2** Submit a PDF copy of the **Application for Designer Services** into the **Designer Selection Network** by selecting **Chelmsford Housing Authority and 056189** Public Notice for which the application is intended. No paper copies will be accepted. The below highlights the major components of the application for Sections 1 – 5. The blank application for Sections 3-5 is available for download in the **Network** and the comprehensive application, for Sections 1 and 2, is developed in the **Designer Selection Network** system itself. Instructions for applying are located in the Q&A tab on the **Designer Selection Network** webpage.
- 11.3** **Section 1 – Cover Page:** Firm and sub consultant team information and overview are attached to the application by the **Designer Selection Network**. The applicant will be given the opportunity to review the information in the **Network** as a final PDF review **to make sure all the information is up to date**. Application forms must identify the names and registration numbers (if applicable) of any personnel listed as required. SDO information will all be incorporated by the **Network**.
- 11.4** **Section 2 – Evaluations and References:** **Designer Selection Network** provides a venue for selecting references and evaluations located in the system that will automatically attach to the application. If you would like additional references for selection, request that a reference be submitted to the Network by previous project representatives. They can sign in as a guest through the link below.

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

Applicants are advised that professional references are very important in the designer selection process. Outdated or incomplete reference information places the applicant at a distinct disadvantage. To achieve the best possible chance of being selected, the applicant must ensure

that relevant projects appear in the application form, and must verify the client contact information is current, accurate and that the reference is available for email contact. The applicant will be given the opportunity to review the information in the **Network**, and as a final PDF review.

- 11.5 **The remainder of the application is done on a word document downloaded from the Network** which will be submitted as a PDF. The information to be included on that document is noted below.
- 11.6 **Section 3 -- Resumes** are provided for Applicant resumes. Additional pages of Section 3 can be added to support the number of required resumes.
- 11.7 **Section 4a – Prime Firm** is provided for applicant Prime Firm experience. Additional pages of Section 4 can be added to support the number of required projects. List up to five projects that demonstrate the Applicant firm's competence to perform work described in the RFS. The more recent such projects, the better. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Note that the EOHLC team and the Designer Selection Committee will be able to review your Registration and Disclosure to see additional projects not included in your application.
- 11.8 **Section 5 – Supplemental Response to Evaluation Criteria** is to be used for additional materials the Prime Firm would like to submit. It is recommended that a Diversity Focus Statement be included with the following information:
- 11.8.1 The Prime Firm's demonstrated Diversity, Equity, and Inclusion efforts within its organization and within the design profession;
- 11.8.2 The specific approach for assembling the team for this project, including MBE and WBE firms with relevant and qualified experience, the Prime Firms experience with each working relationship if any, and description of the roles and responsibilities between and amongst team members anticipated for this project; and
- 11.8.3 The demonstrated track record of the Prime Firm for meeting the EOHLC diversity goals, highlighting in particular prior projects that have met or exceeded these goals, if any.
- The majority of the evaluation criteria will be met by completion of Sections 1-4 noted above.
- 11.9 Applicants may supplement this proposal with graphic materials and photographs that best demonstrate the design capabilities of the Firm.
- Limit additional information to a maximum of 6 - 8½" x 11" PDF pages.
- NOTE: All of the above submittals from Sections 3-5 and any attachments must be compiled into a single PDF document submitted to the Designer Selection Network. The Network will only allow for one document to be submitted. Sections 1-2 will then automatically attach to the Sections 3-5 PDF to form the full application.**
- 11.10 Submit applications by logging in to the **Designer Selection Network** at:  
<https://dsb.formverse5.com/FORMVERSESERVER-DSB/WebApp/Login.aspx>
- Direct questions about the **Designer Selection Network** to the EOHLC Designer Selection Coordinator at [DHCDDesignerSelectionCoordinator@mass.gov](mailto:DHCDDesignerSelectionCoordinator@mass.gov)
- 11.12 Direct all RFS questions to:

*Ms. Shan Li, Assistant Director of AESU  
Shanyan.li@mass.gov*

Applications are due no later than 2:00 PM, on May 22, 2024.

Application forms must identify the names and registration numbers (if applicable) of any personnel listed as Required.



## **12. SELECTION PROCESS**

All applications will be reviewed by the EOHLC Designer Selection Committee. The Committee will evaluate the applications according to the Applicants' qualifications, experience, references, and physical location of office. The Committee will return an unranked list by discipline to EOHLC. EOHLC will then notify all applicants via email whether they were chosen to participate in the House Doctor program. At that time, the RFS Contract Acknowledgement form will be distributed to the selected Designers for their signature. See attached document for reference.

**ACKNOWLEDGEMENT**  
**RFS EOHLC HD2020**  
**Miscellaneous Repairs and Renovations at**  
**Various Local Housing Authorities**  
**with Amendment-1 2024 to Add Design Consultants**

By signing below the Designer and the Executive Office of Housing and Livable Communities acknowledge that the terms and conditions of the above-noted Request for Designer Services ("RFS") apply to each Work Order issued pursuant to the RFS. Said RFS is attached hereto and incorporated herein.

This Acknowledgement is effective as of 30 June 2024 thru 30 June 2025.

\_\_\_\_\_  
Designer

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

Executive Office of Housing and Livable Communities  
By Fatima Razzaq, Director, Bureau of Housing Development & Construction

\_\_\_\_\_