Request for Qualifications: Construction Manager at Risk (CMaR) Services on a Guaranteed Maximum Price Contract

Project Name: Van Diest Medical Center Renovation & Expansion
Project Location: 2350 Hospital Dr., Webster City, IA 50595
Release Date: 11/24/2026

Addendum

A. Intent:

This addendum supersedes and modifies conflicting or missing information from the RFQ posted 11/17/2026.

B. Changes to RFQ:

ITEM 1 CONTRACTOR'S INSURANCE REQUIREMENTS

a. ADD: Attached contractor's insurance requirements for the project.

ITEM 2 GENERAL QUESTIONS

a. QUESTION: Is it a maximum 5 projects to highlight, or can we highlight more as long as we're within the page limit?

i. ANSWER: While the RFQ does not explicitly identify five (5) as a maximum, we intend for firms to provide five (5) representative projects. Additional project experience may be summarized elsewhere in the SOQ, provided the overall page limit is maintained.

Addendum A - INSURANCE REQUIREMENTS.

At its own expense, Contractor agrees to obtain, maintain, and pay for insurance as outlined in this Article from companies satisfactory to the Owner, licensed to provide coverage in the state in which the project is located, and with AM Best ratings of not less than A- VIII during the entire duration of its Work under this Subcontract, or as otherwise designated herein.

.1 Any deductibles or self-insured retentions for any insurance required in this Article shall be the sole responsibility of the Contractor. Any self-insured retentions on any of the coverages provided by Contractor must be clearly disclosed on the Certificate of Insurance and are subject to Owner's approval. Owner maintains the right to require a proper form of collateral for any self-insured retention.

.2 If permitted by law, Contractor shall provide Owner 30-day prior written notice before cancellation, nonrenewal, or reduction of coverages required by this Article.

.3 Owner's failure to object to the form of any Certificate of Insurance, Endorsement, or other evidence of insurance provided by the Contractor shall not be deemed to be a waiver of any of Contractor's obligations under this Article.

.4 Providing the types of policies and limits of coverage required by this Article shall not be interpreted to limit the liabilities of Contractor otherwise assumed under this Subcontract.

.5 Copies of Contractor insurance policies must be provided to Owner upon request.

.6 Contractor agrees to cause all of its sub-contractors, vendors, suppliers, and service providers of any tier to comply with these minimum requirements, including addition of the Additional Insureds on all policies required of such sub-contractor, vendor, supplier, and service provider of any tier.

.7 "Opt Out" or other similar non-standard or self-insurance programs must be approved by Owner prior to commencement of Contractor's Work.

.8 Waiver of Subrogation in favor of Additional Insureds as outlined in this Article applies to any insurance required hereunder or otherwise maintained by Contractor.

.9 Contractor's insurance, whether or not specified or required herein, shall be primary to any insurance maintained by the Additional Insureds as outlined in this Article.

.10 If Contractor maintains insurance policies with limits greater or coverage broader than the limits and coverages stated herein, Contractor agrees that such higher limits and broader coverage shall be deemed to be the minimum limits and coverage required under this Subcontract. Contractor further agrees that the higher limits and broader coverage shall be available to the Additional Insureds on a primary and non-contributory basis.

§ **Workers' Compensation / Employers Liability Insurance** as follows:

.1 Workers compensation and employer's liability insurance as required by statute in the state in which the Work is performed, or the state of employees' hire.

.2 Other States Endorsement providing coverage for all states.

.3 Employer's liability insurance shall have limits no less than the following:

$1,000,000 each accident;
$1,000,000 each disease;
$1,000,000 each employee per disease; and

.4 If Contractor utilizes an employee leasing firm or will supply equipment with an operator, the workers' compensation coverage applying to that employee shall contain an Alternate Employers Endorsement of NCCI Form WC 00 03 01 A, naming Owner, its parent, subsidiary, related, and affiliated companies.

§ **Commercial General Liability Insurance** no less than the following:

.1 Policy form no less broad than the current ISO form CG 00 01.

.2 Issued by a company satisfactory to the Owner.

.3 Limits not less than:
$1,000,000 per occurrence
$2,000,000 general aggregate
$2,000,000 products-completed operations aggregate

.4 General Aggregate shall be project specific. If the General Aggregate is not on a per project basis, the Contractor shall provide a General Aggregate limit no less than $5,000,000.

.5 There shall be no exclusion for damage to work performed by contractors on your behalf.

.6 Coverage for each commercial general liability and umbrella/excess liability shall apply on a primary basis and any coverage maintained by Owner and the Additional Insureds shall be non-contributory.

.7 ISO Endorsement **CG 24 04 waiving rights of subrogation** in favor of Indemnitees and the Additional Insureds, except where prohibited by law.

.8 Policy shall be endorsed with a blanket additional insured endorsement meeting the requirements outlined herein that specifies that any person or organization that the named insured has agreed to in writing to name as an additional insured is entitled to coverage as an additional insured under the policy. Such additional

insured coverage must be on ISO Endorsements **CG 20 10 10 01 and CG 20 37 10 01 for the Additional Insureds.** The following shall be named as Additional Insureds:

- Project Owner;
- Project Architects and Engineers;
- Each of their respective employees, agents, principals, members, officers, managers, elected boards, parent companies, subsidiaries, affiliates, successors, and assigns; and

.9 Within this Contract, the additional insured listing above is otherwise referred to as "**Additional Insureds.**"

.10 The Additional Insured coverage shall be for both ongoing and completed operations.

.11 The insurance required by this Section on behalf of the Additional Insureds will apply to bodily injury and property damage claims arising from Contractor's operations regardless of the actual or alleged fault, negligence, or proximate cause of any of the Additional Insureds and regardless of whether the Contractor is named or not named in the claim, lawsuit, or complaint. The additional insurance coverage required by this Article will apply to any claims or liability arising out of Contractor's Work or operations, even if Contractor's indemnity obligations do not apply or are prohibited by law.

.12 All insurance required by this Article, including all coverage for Additional Insureds, shall be maintained throughout the duration of the project and such time Contractor or Additional Insureds may be held legally liable for the Work, including the warranty period, or for such longer period as may be required under the terms of the Contract Documents, whichever is longer.

.13 Contractor shall require any lower tier contractor(s) providing labor, services, or materials for the project to recognize and provide additional insured coverage as described herein for the Additional Insureds noted above on their Commercial General Liability policy and to provide Owner evidence of such upon request.

§ **Commercial Automobile Liability** Insurance no less than the following:

.1 Coverage for "any auto," including owned, non-owned, and hired motor vehicles.

.2 Limits of liability no less than $1,000,000 each occurrence, combined single limit.

.3 Additional insured endorsement or omnibus clause including each of the Additional Insureds.

.4 Waiver of subrogation endorsement in favor of the Indemnitees and Additional Insureds, except where prohibited by law.

.5 Additional insured endorsement including each of the Additional Insureds, with such coverage being primary and non-contributing to any coverage maintained by such Additional Insured.

.6 If Contractor's work involves the transport of pollutants, policy shall be endorsed with MCS-90 and ISO Form CA 99 48 10 01 Pollution Liability – Broadened Pollution for Covered Autos.

§ **Umbrella/Excess Liability**

.1 This insurance shall be following-form with underlying coverage of Commercial General Liability, Employers Liability, and Automobile Liability required in this Article 8.

.2 Limits shall be no less than $10,000,000 each occurrence, $10,000,000 general aggregate, $10,000,000 completed operations aggregate.

.3 Policy shall include completed operations coverage for the entire period of the statute of limitations or repose, but in no event less than five (5) years from the date of Substantial Completion.

.4 This insurance shall include Additional Insureds, and coverage for Additional Insureds shall be primary and non-contributing to any insurance maintained by the Additional Insured(s).

.5 Such insurance shall include a waiver of subrogation in favor of Additional Insureds.

§ **Pollution Liability Insurance** (if Contractor is performing mechanical, electrical, plumbing, drilling/subsurface activities, demolition, drywall/insulation, building envelope systems, moisture barrier protection application work OR Contractor's work involves any environmental remediation or Contractor is otherwise handling, disposing, or installing hazardous materials or pollutants) no less than the following:

.1 The limit of insurance under either form of coverage shall be a per-occurrence and aggregate amount of not less than $1,000,000.

.2 Coverage shall protect against the actual or alleged liability and costs arising from the sudden, gradual, and accidental release or discharge of pollutants and hazardous materials from the Contractor's work. Such insurance shall provide coverage for clean-up costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damages, and transportation of pollutants on and off the project site.

.3 Coverage for non-owned disposal site liability shall be provided if Contractor's scope of work, or work performed on its behalf, includes responsibility for transporting and disposing of contaminated material or waste.

.4 Policy shall have no exclusions for silica, mold, or fungi.

.5 Policy shall include contractual liability coverage applicable to the indemnity provisions of this Subcontract,

and shall not contain a cross-suits exclusion, except for Named Insureds.

.6 If coverage is written on a claims-made basis, the retro date shall be on or before the date Contractor commenced work.

.7 Additional Insured endorsement, including completed operations, for each of the Additional Insureds.

.8 Shall apply on a primary basis to any coverage maintained by the Additional Insureds, and any coverage maintained by the Additional Insureds shall be non-contributory.

.9 Waiver of subrogation endorsement in favor of the Indemnitees and Additional Insureds, except where prohibited by law.

.10 Coverage shall be maintained for the duration of the Project Contract and the period of time during which the Contractor or Owner may be held legally liable for its Work or three (3) years following completion of the Work, whichever is longer.

§ **Professional Liability Insurance** (if Contractor's scope of work includes any professional, design, or engineering service responsibility (including contractors who have been delegated design-assist or design review responsibilities) no less than the following:

.1 Professional liability and errors and omissions insurance coverage for claims that arise from the actual or alleged negligent acts, errors, or omissions of Contractor or any entity for which Contractor is legally responsible, in the provision of professional services.

.2 Policy and all renewals thereof shall have an inception and retroactive date prior to the Date of Commencement of all professional activities in connection with the project.

.3 Coverage shall be maintained for the period of time. Contractor may be held legally liable for its professional services or three (3) years following completion of professional services, whichever is longer.

.4 Policy and occurrence minimum limits not less than $1,000,000 per claim and $1,000,000 annual aggregate.

.5 Insurance shall be obtained by the party performing the professional, design, engineering, or delegated design-assist service.

.6 Coverages shall include liability arising from professional services and shall not exclude coverage related to: the scope of services being provided, third-party bodily injury and property damage, pollution conditions arising out of professional services, delays in project completion and cost overruns, mold or microbial matter, or design-build or owner-driven projects.

§ **Builders Risk Insurance**

.1 Builder's Risk Insurance will be provided by Owner; however, it shall be the obligation of the Contractor to purchase and maintain any supplementary property insurance that Contractor deems necessary to protect Contractor's interest in the Work, including without limitation off site stored materials and materials in transit.

.2 Any deductible amount applied to any loss payable under the Builders Risk Insurance shall be borne by the Insured's interest whose work is damaged in direct proportion as their individual losses shall bear to the total loss, regardless of whether such loss is to work installed and completed, to materials stored on or off the site, or to materials in transit.

.3 Owner neither represent nor assume responsibility for the adequacy of the Builders Risk Insurance to protect the interests of the Contractor.

.4 Contractor shall waive rights of subrogation with respect to any claims involving the builder's risk/property insurance maintained by Owner, or Contractor, Subcontractor.

.5 Policy will provide riggers liability at full policy limit.

.6 Policy will provide soft costs and loss of use.

.7 Policy will include testing.