

PROJECT MANAGEMENT SERVICES AGREEMENT

This **AGREEMENT**, effective as of _____ (“**Effective Date**”), is by and between **WESTCHESTER MEDICAL CENTER**, a public benefit corporation existing by virtue of the laws of the State of New York, having an office at Executive Offices at Taylor Pavilion, 100 Woods Road, Valhalla, New York 10595 (“**Corporation**”) and _____ with an office at _____ (“**Project Manager**”). Individually, Corporation and Project Manager may be referred to as a “**Party**,” and together Corporation and Project Manager may be referred to as the “**Parties**.”

WHEREAS, Corporation requires certain project management services relating to the proposed construction of a New Bed Tower on Corporation’s Valhalla campus.

WHEREAS, Project Manager has considerable expertise and is in the business of providing such services and the Corporation desires to engage Project Manager to perform such services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Corporation and Project Manager hereby agree as follows:

1 **Project Manager’s Services and Obligations**

- a. **Services to be Provided.** Project Manager, in a manner consistent with the highest standards of persons regularly engaged in providing such services, shall provide to Corporation the project management services relating to the proposed construction of a New Bed Tower on Corporation’s Valhalla campus as further described on **Schedule A**, attached hereto and made part hereof (the “**Services**”).
- b. **Project Manager Personnel.**
 - i. Project Manager warrants that the Services shall be provided in a good, professional and workmanlike manner, using personnel employed or otherwise engaged by Project Manager (“**Project Manager Personnel**”) having the proper degree of skill, training and background so as to perform such Services in a timely, competent and professional manner so as to meet the needs of Corporation.
 - ii. Project Manager shall, and shall ensure that all Project Manager Personnel providing Services hereunder comply with all Corporation policies and procedures, as applicable. Project Manager shall perform and comply with all applicable laws regarding, a criminal background check on project Manager Personnel providing Services onsite at Westchester Medical Center (“WMC”). At Project Manager’s sole cost, Project Manager shall ensure Project Manager Personnel assigned to the Corporation are screened and evaluated consistent with Corporation’s policies and 23(A) of the New York Corrections Law. Project Manager shall keep a record of the results of all pre-employee screening and background checks on file and provide copies to the Corporation upon request.
 - iii. **Health Clearance.** Project Manager Personnel providing Services on Corporation’s premises must be in good health and Project Manager, at Project Manager’s sole cost, shall be responsible for ensuring that all such Project Manager Personnel meet the health, immunization and infection control criteria required by Corporation as may be modified from time to time, including without limitation Corporation’s COVID-19 Vaccination Mandate. Project Manager shall ensure that all Project Manager Personnel assigned to provide Services shall submit to Corporation a health clearance form, a copy of which is available from Corporation’s Occupational Health Services Department, signed by the Project Manager Personnel’s licensed health care provider.
 - iv. Notwithstanding anything herein to the contrary, in the event that any Project Manager Employee assigned to perform Services hereunder is found to be not acceptable to the Corporation for any reason, the Corporation shall notify Project Manager of such fact and Project Manager shall immediately take appropriate action, which may include immediate removal of such personnel from Corporation’s premises if the Corporation so requests, and replace such individual with another Project Manager Employee acceptable to the Corporation.

- c. Ownership of Records. All records compiled by Project Manager in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the Corporation.

2 Term/Termination

- a. Term. The term of this Agreement shall begin on the Effective Date, shall continue for a period of _____ months unless sooner terminated as provided herein, or until completion of the Services to the satisfaction of the Corporation, whichever occurs first (the “**Term**”).
- b. Termination. Corporation may terminate this Agreement with or without cause, without penalty or liability, upon thirty (30) days’ prior written notice to Project Manager. The Corporation shall not be liable for any payments, fees, costs or expenses incurred by Project Manager pursuant to this Agreement after notification of Corporation’s intent to terminate has been received by Project Manager, unless such expenditures are approved in advance in writing by Corporation. Both Parties agree that their respective obligations hereunder remain in effect until the effective date of termination, unless specifically agreed to otherwise in writing.

3 Financial Arrangement

- a. As consideration for the Services to be provided under this Agreement, the Corporation shall compensate Project Manager an amount equal to _____ Dollars (\$_____) (the “**Consulting Fee**”).
- b. Expenses. Project Manager shall be responsible for its own expenses in connection with the Services which can be characterized as office overhead. The term “office overhead” shall include but not be limited to expenses related to telephone, facsimile, regular mail, in-house photocopying, and secretarial, clerical or administrative personnel.

Project Manager shall invoice the Corporation only for expenses incurred as a direct result of performing the Services in accordance with this Agreement (“**Expense Fees**”), provided, however, that Corporation’s obligation to reimburse Project Manager for Expense Fees shall be subject to Corporation’s Travel and Expense Policy for Vendors, attached hereto as **Schedule B** and made a part hereof. Such expenses shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by Project Manager in the performance of its Services hereunder, provided, that: (i) the Corporation has given its prior written consent for any such expenses; (ii) the expenses have been detailed on a form acceptable to the Corporation and submitted to the appropriate Corporation project manager for review and approval; and (iii) if requested by the Corporation, Project Manager submits supporting documentation in addition to the approved expense form. Expense Fees shall not exceed an amount equal to _____ Dollars (\$_____) in the aggregate over the Term of the Agreement.

- c. Invoicing. Project Manager shall invoice Corporation for Services already provided, only. Payment of the Consulting Fee is contingent on the submission to Corporation by Project Manager of consecutively numbered invoices referencing this Agreement’s CMC number. All invoices for the Services shall be submitted directly to the Accounts Payable, Taylor Pavilion, 100 Woods Road, Valhalla, New York 10595 and shall include the following information: the name of Project Manager Personnel providing Services, the date such Services are rendered; and detail of Services rendered. Corporation shall pay all properly submitted and undisputed invoices within ninety (90) days from the date Corporation receives the respective invoice.
- d. The Consulting Fee shall be payable in equal monthly installments of _____ Dollars (\$_____).
- e. Right to Audit. The Corporation shall have the right to audit all books and records of Project Manager reasonably pertinent to this Agreement at any time during the term hereof and within twenty-four (24) months following termination of this Agreement. This provision shall survive termination or expiration of this Agreement.
- f. Other Fees and Charges. Any references in this Agreement or in any other document to interest charges, late fees, restocking fees, cancellation charges or similar payments are hereby expressly excluded from this

Agreement. Corporation and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes).

4 **Confidentiality**

- a. **All Information Confidential.** Project Manager represents and warrants that all non-public information communicated by the Corporation to Project Manager in connection with the performance of the Services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third Parties, including Project Manager's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This provision survives termination or expiration of this Agreement.
- b. **No Publication without Consent.** Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that the Project Manager or Corporation has contracted to furnish or receive the Services covered by this Agreement. Neither Party may use the name of the other Party in any advertisement or publication without first obtaining written permission from the other Party.
- c. **Protected Health Information.** It is not anticipated that the Project Manager shall have any access to protected health information, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), provided, however, that Project Manager shall comply, and shall ensure that Project Manager Employees comply, in all respects with the provisions of and all regulations promulgated thereunder. Project Manager shall maintain all patient-related information to which it may incidentally have access, including but not limited to medical records (collectively, "Confidential Patient Information"), in the strictest confidence in accordance with all applicable laws and regulations. Without limiting the foregoing, Project Manager represents that its personnel have been trained in and will comply with the confidentiality and disclosure requirements set forth in Title 10 of N.Y.C.R.R., including those concerning HIV/AIDS related information; as well as HIPAA, including compliance with the requirements set forth in Corporation's Notice of Privacy Practices.

5 **Insurance**

Project Manager shall meet the insurance requirements set forth on **Schedule C**, attached hereto and made a part hereof, covering Project Manager and Project Manager Personnel. Failure of Corporation to demand evidence of compliance with insurance requirements or failure of Corporation to identify a deficiency from evidence that is provided shall not be construed as a waiver of Project Manager's obligation to maintain such insurance.

6 **Indemnification/Liability**

- a. Project Manager shall indemnify and hold harmless Corporation, Corporation's subsidiaries, affiliates, officers, directors, employees and agents from and against any and all claims, damages, awards, actions and settlements damages or expense (including court costs and reasonable attorneys' fees) arising from the act(s) or omission(s) of Project Manager, its directors, officers, employees or agents, including, but not limited to, all damages to real property, personal injury, or disclosure of any confidential information. This provision will survive termination or expiration of this Agreement.
- b. The liability of the Parties to each other for damages in connection with this Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from this Agreement, including but not limited to damages for loss of future business (lost profits). This provision shall not apply to claims raised by third parties against Project Manager or Corporation or to claims in which either Party joins the other as a third party defendant.

7 **Compliance with Laws and Policies**

- a. Conflicts of Interest. Project Manager represents that it has disclosed to the Corporation all relationships or financial interests that may represent or could be construed as a conflict of interest with respect to Project Manager's transaction of business with the Corporation. Except as may be disclosed in writing by Project Manager, Project Manager further represents that no employee, director or officer of the Corporation is a partner, member or shareholder of, or, has a financial interest in Project Manager. For purposes of this Section, the term "financial interest" shall include, but not be limited to, the following transactions or relationships between an employee, director or officer of the Corporation and Project Manager: (a) consulting fees, honoraria, gifts or other emoluments, or "in kind" compensation; (b) equity interests, including stock options, of any amount in a publicly or non-publicly-traded company (or entitlement to the same); (c) royalty income (or other income) or the right to receive future royalties (or other income); (d) any non-royalty payments or entitlements to payments; or (e) service as an officer, director, or in any other role, whether or not remuneration is received for such service.
- b. Personal Inducements. Project Manager represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Project Manager to Corporation and/or the employees, officers, or directors of Corporation, or, to any other person, Party or entity affiliated with Corporation, as an inducement to purchase or to influence the purchase of services by Corporation from Project Manager.
- c. Debarment. Project Manager represents that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs; Project Manager has conducted a search of the Excluded Parties List System on the System for Award Management website and has attached to this Agreement a print out indicating that Project Manager has not been identified on the Excluded Parties List System (EPLS). Project Manager shall notify the Entity immediately, in writing, of any change in this representation during the term of this Agreement. Such change in circumstances shall constitute cause by the Entity to immediately terminate this Agreement. For purposes of this paragraph, Project Manager is defined as the entity entering into this Agreement, and/or its principals, employees, directors and officers and shareholders (provided that if Project Manager is publicly traded, the term "Project Manager" shall not include shareholders owning less than five (5%) percent of the outstanding share of the publicly traded entity).
- d. Compliance with Applicable Law and Regulations. Project Manager warrants that all Services purchased pursuant to this Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. Project Manager further warrants it shall comply with all applicable laws and regulations in the performance of its duties and obligations hereunder. Without limiting the generality of the foregoing, in accordance with the requirements of the Deficit Reduction Act of 2005, Project Manager agrees to adhere to Corporation's Code of Conduct and all relevant compliance policies, including without limitation, policies requiring the education of employees regarding the requirements of the Federal False Claims Act and New York State False Claims Act and obligating them to report actual or suspected violations to Corporation's management, Compliance Officer or the anonymous Compliance hotline. In addition, Project Manager shall obtain and maintain in full force and effect during the term of this Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation, if any.
- e. Non-Discrimination. In performing its obligations hereunder, the Project Manager, or any person working on the Project Manager's behalf, shall not discriminate, harass or intimidate any individual on account of race, creed, color, sex, sexual orientation, gender identity or expression, age, disability, national origin, marital status, sexual orientation, genetic predisposition or carrier status.
- f. Government Access to Records. Project Manager and Corporation agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Project Manager further specifically agrees that until the expiration of four (4) years after the expiration or termination of this Agreement, Project Manager shall make available, upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records of Project Manager that are necessary

to verify the nature and extent of the costs charged to Corporation hereunder. Project Manager further agrees that if Project Manager carries out any of the duties of this Agreement through a subcontract with a related organization with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or the Comptroller General or any of their duly authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This provision will survive termination or expiration of this Agreement.

- g. MWBE Utilization. Project Manager acknowledges and agrees that Corporation is subject to the provisions of Article 15-A of the New York State Executive Law and regulations promulgated thereunder concerning the participation of Minority and Women Business Enterprises (“MWBEs”). Corporation has established a goal of thirty percent (30%) (the “MWBE Goal”) for MWBE participation in the performance of the Services. Project Manager hereby agrees that, in accordance with Article 15-A, it will use good faith efforts, which shall be documented in a manner acceptable to Corporation, to meet the MWBE Goal by ensuring meaningful participation of MWBEs, as subcontractors or suppliers, in the performance of the Services.
- h. Breach of Representations. A breach of any representation, warranty or covenant under this Section (7) shall be grounds for immediate termination of this Agreement.

8 Miscellaneous

- a. Non-Exclusive Agreement/Minimum Work. No exclusive rights are granted under this Agreement, nor has any guarantee, promise or representation of any minimum amount of work or compensation been given nor is any to be inferred from this Agreement.
- b. Other Agreements between the Parties. This Agreement shall be placed in Corporation’s central database, which contains any other agreements that may exist between the parties relating to other subject matters.
- c. Independent Contractor. The Parties expressly agree that the Project Manager is an independent contractor and not an employee of the Corporation and the Project Manager and any third persons working on the Project Manager’s behalf hereby waive any right to claim additional benefits, privileges or compensation based on any alleged or purported theory of an employee and employer relationship.
- d. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Corporation shall be simultaneously sent to Corporation’s Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHHealth.org.
- e. Assignment. This Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by the Project Manager without the prior written consent of the Corporation. Any such assignments or subcontract shall not relieve the Project Manager of its obligations hereunder. If Project Manager shall become insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Project Manager’s property or business, this Agreement may be cancelled, at the Corporation’s option, without liability.
- f. No Solicitation. During the Term of this Agreement and for a period of at least six months thereafter, both Parties agree that it will not, without the prior written consent of the other Party, directly solicit or induce to hire any employee of the other Party, or in any other way interfere with the other Party’s contractual or employment relations with any of its employees, agents or subcontractors.
- g. Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party’s reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by Project Manager and such event continues for more than five (5) business days, Corporation shall have the right and option to terminate this Agreement.

- h. Entire Agreement/Amendment/Attachments. This Agreement and its attachments constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. This Agreement may be amended only by a written instrument executed by both Parties. To the extent that terms or provisions in the main body of this Agreement conflict with the terms and provisions of any attachment, exhibit, schedule or other referenced document, the terms and provisions of the main body of this Agreement will control.
- i. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws provisions. Only the federal or state courts located in Westchester County, New York shall have jurisdiction to hear any dispute under this Agreement. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.

- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of this Agreement and its counterparts including facsimile or PDF signatures of the Parties

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the date set forth above.

WESTCHESTER MEDICAL CENTER

PROJECT MANAGER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**SCHEDULE A
SERVICES**

[SCOPE OF SERVICES TO BE INSERTED]

SCHEDULE B

Corporation's Travel and Expense Policy for Vendors

PURPOSE

To provide a mechanism for vendors who do business with Westchester Medical Center Health Network (WMC) with to be appropriately reimbursed for travel and expenses as it relates to WMC.

SCOPE

All vendors of Westchester Medical Center Health Network.

RESPONSIBILITY

All Westchester Medical Center vendors and contractors.

POLICY STATEMENT

It is the policy of WMC to reimburse certain vendors for out-of-pocket expenses related to:

- a. services provided to WMC
- b. expenses while on official WMC business

The obligation of WMC to reimburse such expenses shall be considered by WMC only if:

- a. an executed contract exists between the vendor submitting such expenses and WMC, and such contract references said expenses.
- b. submitted reimbursement claims comply with this policy.

AUTHORING DEPARTMENT

Corporate Compliance

PROCEDURE

- For air travel, reimbursement will be at coach fare.
- The use of personal vehicles for travels less than sixty (60) miles from the WMC shall not be reimbursed.
- Lodging costs shall be moderate in nature. (Use Corporate discounts when available)
- WMC shall reimburse for only one (1) rented vehicle, including fuel and toll costs, with the exceptions as noted below. Luxury vehicles are not permitted.
- If four or more individuals from the same concern are providing services, WMC shall reimburse one mid-size vehicle for each group of four (4).
- WMC requires valid receipts for all submitted expenses outside of meals and incidentals.
- All meals and incidentals will be reimbursed at a flat rate of \$60.00 per day. No receipts are required

WMC shall not provide payment for the following;

- Gratuities in excess of twenty percent (20%).
- Alcohol charges.
- Personal expenses including laundry, dry cleaning, phone expenses, "mini bar" costs, etc.
- Phone expenses, routine office expenses, including but not limited to, photocopying and document preparation expenses, computer costs or upgrades, postage, fax or courier costs.
- Submitted expenses where the business purpose and the personnel attending are not clearly indicated.
- Expenses related to non-WMC services, including those costs incurred by spouses or traveling companions.
- Any expense submitted without a valid receipt.

In the event of an emergency or the individual cannot reasonably obtain preapproval for travel and related costs, it is expected that all such expenses shall comply with this policy.

WMC reserves the right to reject any submitted expense that it reasonably determines does not comply with this policy.

Claims for Reimbursement of Amounts Paid to Third Parties

If a reimbursement sought is for charges paid to a third party, such claim shall be accompanied by a receipt or other proper evidence sufficient to establish that such amounts have actually been paid and such other evidence to establish the reasonableness and basis for such charges and that such charges comply with this policy. In all cases where such third party payments are subject to any rebate, discount or refund the vendor shall immediately issue a credit advice to WMC against any amounts owed by WMC to the vendor for its proportionate share of such rebate, discount or refund or if no amounts are then due and owing, then, in that event, the vendor shall immediately pay over to WMC the amount of any such rebate, discount or refund. Such rebates, refunds and discounts shall be due to WMC when earned by the vendor. This provision shall not be construed to include frequent flyer miles or other benefits to the extent they are credited for the benefit of individual employees assigned to the engagement by the vendor.

Right to Audit

All agreements which provide for vendors of goods and services and contractors to make a separately stated claim for reimbursement of reasonable out of pocket expenses, expenses incurred in the production of identifiable deliverables or payments to third parties shall also provide that WMC shall have the right, at its own cost and expense, to audit the books and records of such entities which are reasonably pertinent to the amounts claimed by such entity, at any time during the term of the Agreement or for a period of up to twelve (12) months following the expiration or other termination of the agreement.

EFFECTIVENESS

This policy shall be effective immediately and shall remain in effect until rescinded or modified.

SCHEDULE C

INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the Project Manager shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to Corporation's approval. The policies or certificates thereof shall provide that Corporation shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name Project Manager, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Project Manager to obtain and maintain any insurance required hereunder shall not relieve the Project Manager from any of its obligations hereunder, including but not limited to indemnification, or from any Project Manager liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which Project Manager may be liable are filed against either Party, and if such claims exceed the coverage amounts required herein, Corporation may withhold such excess amount from payment due to Project Manager until the Project Manager furnishes additional security covering such claims in a form satisfactory to the Corporation.

2. The Project Manager shall provide proof of the following coverage:*

(a) Workers' Compensation. Project Manager shall provide to Corporation a certificate form C-105.2 or State Fund Insurance Company form U-26.3 as proof of compliance with the New York State Workers' Compensation Law, and State Workers' Compensation Board form DB-120.1 as proof of compliance with the New York State Disability Benefits Law, provided, however, that if Project Manager is self-insured for Worker's Compensation and/or Disability coverage, a New York State Workers' Compensation Board certificate evidencing such fact. Location of operation shall be "All locations in Westchester County, New York."

(b) Employer's liability insurance with a minimum limit of \$1,000,000.

(c) General liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for combined bodily injury and property damage, naming the Corporation as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:

(i) Premises - Operations.

(ii) Contractual liability.

(iii) Independent Contractor and Sub-Contractor.

(iv) Products and Completed Operations.

(d) Professional liability insurance ("errors and omissions") on an occurrence basis covering the Project Manager and its employees and agents, with limits of: \$5,000,000 per occurrence; \$5,000,000 in the aggregate.

(e) Cyber Liability: Privacy and Information Security coverage with limits of at least \$5 million per occurrence. This is to include coverage for intentional or unintentional disclosure of private personal or corporate information. Coverage must also extend to liability for transmittal of a virus or malicious code and denial of access/denial of service. Liability must include the cost of regulatory action defense and fines/penalties, privacy breach notification, credit monitoring, and public relations expenses.

(f) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000. This insurance shall include coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles.

(g) Excess Umbrella Liability Insurance with minimum limits of at least \$5,000,000 over and above the underlying primary coverage limits stated in subsections (b), (c), (d), (e) and (f) above with respect to bodily injury or death to any number of persons in any one accident or occurrence. The policy shall be endorsed to name Corporation as additional insured, on a non-contributory basis.

3. All policies and certificates of insurance required herein shall provide that:

(a) The insurer, or Project Manager if it is self-insured, shall have no right to recovery or subrogation against the Corporation (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the insurance.

(b) The insurer, or Project Manager if it is self-insured, shall have no recourse against the Corporation (including its employees or agents) for payment of any premiums or for assessments under the policy.

(c) Project Manager assumes responsibility, and is solely at risk for, any and all deductibles.

(d) The clause "other insurance provisions" shall not apply to the Corporation.