



COMMONWEALTH OF
PUERTO RICO
Puerto Rico Infrastructure
Financing Authority



Owner Controlled Insurance Program (OCIP) MANUAL

For Contractors and Subcontractors



***Prepared By:
PRIFA'S OCIP Administration Office &
López Luna Insurance***

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INTRODUCTION

This manual identifies, defines, and assigns responsibilities related to the administration of the Owner-Controlled Insurance Program (OCIP) of the Puerto Rico Infrastructure Financing Authority (PRIFA)

This manual:

- Describes the OCIP and details the insurance-related responsibilities of the various parties involved.
- Provides a basic understanding of the OCIP structure and operation, with an overview of coverage provided by the OCIP and guidelines for carrying out specific administrative procedures.
- Provides answers to questions that are likely to arise during the course of the projects. Because it is impossible to anticipate every question or situation that may arise, the directory lists those involved in the administration of the OCIP and their areas of expertise. Please feel free to call with any questions.
- Will be updated as changes dictate during the course of this project.
- ***Does not and is not intended to provide coverage interpretations. The terms and conditions of the policies alone govern how coverage is applied.***

PROGRAM DIRECTORY

SPONSOR AND OCIP ADMINISTRATOR

Puerto Rico Infrastructure Financing Authority
Ave. Muñoz Rivera, # 268, Suite 400
Hato Rey, PR 00918

OCIP Administrator:

Gladys Torres
E - Mail: gtorres@afi.gobierno.pr

Phone #: 787-763-5757
Fax #: 787-763-1605

OCIP INSURANCE BROKER

López Luna Insurance
Ave. Piñero #1731
San Juan, PR 00920

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Phone #: 787-273-7070
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DEFINITIONS

Certificate of Insurance	Written evidence of the existence of a particular insurance policy.
Eligible Contractor	Includes all contractors, subcontractors providing direct labor on the project site in the PRIFA-PPP Work Plan. Temporary labor services and employee leasing companies are to be treated as a subcontractor.
Ineligible Contractor	Includes (but is not limited to) vendors, installers, truck persons, delivery persons, concrete/asphalt haulers, and contractors who do not have on-site dedicated payroll except as otherwise endorsed. Any person or organization that fabricates or manufacturers products, materials or supplies away from the project site(s). Such entities or persons shall be required to provide their own insurance to cover and Indemnify PRIFA for their operations and activities.
Insured	Puerto Rico Infrastructure Financing Authority, Contractors and Subcontractors of any tier who are properly enrolled in the OCIP and who have been named in a policy, certificate of insurance, or evidence of insurance signed by a duly authorized representative of the Insurers.
OCIP Insurance Companies	American International Insurance Company (Commercial General Liability, Excess Liability, Builder's Risks, and Contractors Pollution Liability Insurance)
OCIP Administrator	Puerto Rico Infrastructure Financing Authority Ave. Muñoz Rivera, # 268, Suite 400 Hato Rey, PR 00918 Att. Gladys Torres
Owner-Controlled Insurance Program (OCIP)	An insurance program under which Commercial General Liability, Builder's Risk, Contractors' Pollution Liability, and Excess Liability coverage are procured or provided on a project "wrap-up" basis for contractor/subcontractor(s) of any tier, who have been properly enrolled, while performing operations at the Project Site.

Participant

An individual, firm, partnership, corporation, or any other legal entity that has contractual obligation with PRIFA or any Contractor, or Subcontractor of any tier to perform some part of the Work required for completion of the Project, or whose principals or employees are actively performing such Work at the Project Site. To become enrolled as a Participant in the OCIP, such individual, firm, or corporation must complete all forms contained within the OCIP manual, which is incorporated into the Contract Documents as an attachment, and receive certificates of insurance from PRIFA evidencing completion of such enrollment and acceptance as a Participant into the OCIP.

Work

Supervision, labor, material, equipment, services, and incidentals necessary to complete an individual item and the entire Contract at the Project Site and the carrying out of any duties and obligations imposed on the Participant by the Contract.

Project Site

That area described in the construction contract documents including the area available for contractor operations, access routes, right-of ways, and approved additional sites necessary or incidental thereto in connection with the work at or emanating from the project site.

SUMMARY OF COVERAGE

Project Provided Coverage

The Puerto Rico Infrastructure Financing Authority (PRIFA), at its sole expense, has implemented an Owner-Controlled Insurance Program (OCIP) to furnish certain insurance coverage as related to on-site activities. The OCIP will be only for the benefit of PRIFA and Contractor/Subcontractor(s) of all tiers who have been properly enrolled in the OCIP program. Such coverage applies only to work performed under the agreement at the Project Site. All approved participants must provide their own insurance for off-site activities.

The OCIP policies are available for review by the Contractor upon written request to PRIFA. The terms of such policies or programs may be amended from time to time. The Contractor hereby agrees to be bound by the terms of coverage as contained in such insurance policies and/or self-insurance programs and acknowledges that such policies prevail over any contradictory terms of the Supplemental General Conditions.

While the OCIP is intended to provide broad coverage and high limits, the OCIP is not intended to meet all the insurance needs of a Contractor/Subcontractor. We recommend that each Contractor/Subcontractor discuss the OCIP with their insurance broker or consultant to assure that other proper coverage is maintained.

The OCIP is not intended to provide a complete insurance program to the Contractor. The OCIP will not include workmen's compensation insurance, employee disability, Chauffeur Social Security or comprehensive automobile liability insurance, and the Contractor shall be responsible for purchasing and maintaining such insurance coverage.

PRIFA's election to provide the OCIP shall not relieve or limit, or be construed to relieve or limit, the Contractor or any Subcontractor of or from any responsibility, obligation or liability whatsoever imposed by the Contract Documents or arising out of performance of the Work.

OCIP PROVIDED COVERAGE

PRIFA, at its sole expense, will provide and maintain in force the types of insurance as listed below. Contractor and Subcontractors of all tiers enrolled in the OCIP agree that the insurance company policy limits of liability, coverage terms, and conditions shall determine the scope of coverage provided by the OCIP. Contractor and Subcontractors of all tiers agree that the purpose of this section is to provide a general understanding of the coverage provided by the OCIP.

The OCIP does not cover suppliers, vendors, materials dealers, haulers, and transporters whose work location is off the Project Site, and/or who merely deliver and/or remove materials, equipment, or supplies to the Project Site. However, should such suppliers, vendors, manufacturers or materials dealers install their product on the Project Site, or contract with Participants to install their product; they will be covered by the OCIP. The OCIP does not include fabrication, manufacturing, or other operations of a Participant at a location away from the Project Site.

The Contractor hereby covenants and warrants that all insurance costs (including those for all Subcontractors of any tier) for the coverage provided under the PRIFA's OCIP are excluded from the Contract Price.

1. Commercial General Liability Insurance

Provides coverage for On-Site Bodily Injury, Property Damage, Personal Injury, Products and Completed Operations, and Employer's Liability Coverage.

Scope of Coverage

- A. Insurer. American International Insurance Company
- B. Covered Operations. Work of an enrolled contractor/subcontractor of any tier performed at the Project Site.
- C. Insureds. PRIFA, enrolled Contractor, and enrolled Subcontractor of all tiers.
- D. Limits. \$2,000,000 Each Occurrence Bodily Injury & Property Damage
\$6,000,000 General Aggregate for all Insured Projects
\$6,000,000 Products and Completed Operations Aggregate for all insured projects
\$2,000,000 Employer's Liability Coverage
- E. Special Condition. Five (5) years extension in completed operations coverage from date of final acceptance.

2. Excess General Liability Insurance

Provides Liability coverage in excess of Primary Commercial General Liability Coverage for On-Site Project activities.

Scope of Coverage

- A. Insurer. American International Insurance Company
- B. Operations. Work of an enrolled Contractor, Subcontractor of any tier, performed at the Project Site.
- C. Insured. PRIFA, Contractor and enrolled Subcontractors of all tiers.
- D. Limits. \$ 50,000,000 Each Occurrence
\$ 50,000,000 Aggregate for all insured projects

3. Contractor's Pollution Liability Insurance

Provides coverage for Bodily Injury, Property Damage or Environmental Damage claims from third parties caused by pollution conditions resulting from covered operations. The policy is written on an "occurrence" form and includes a five year completed operations period.

Scope of Coverage

- A. Insurer. American International Insurance Company
- B. Operations. All construction activities of an enrolled contractor, subcontractor or consultant of any tier performed at the project site in connection with PRIFA's OCIP insured projects.
- C. Insured. Contracted construction management teams, contractors, subcontractors, remediation and environmental contractors, consultants, and subcontractors of all tiers providing services in connection with projects covered under PRIFA's OCIP.
- D. Limits. \$15,000,000 Each loss
\$15,000,000 Total all losses

4. Builder's Risk/Installation Floater

Provides coverage under an "all risks form" (including flood and earthquake) for physical loss or damage to work or any part thereof.

- A. Insurer American International Insurance Company

- B. Operations Work done in conjunction with PRIFA OCIP by enrolled contractors and sub-contractors of any tier.
- C. Insured PRIFA and Contractors/Subcontractors of any tier.
- D. Limits Up to Complete Individual Project Value, \$100,000,000 Each and Every Loss & In the Annual Aggregate for Earthquake, Wind & Flood
- E. Sub limits \$ 2,000,000 Off-Site Storage (Anyone Storage)
 \$ 1,000,000 Transit Per Conveyance (Within Puerto Rico only)
 \$ 2,000,000 Expediting Expenses
 \$ 5,000,000 Debris Removal
 \$ 1,000,000 Damage to Existing Surrounding Property

The Builders Risk will not provide coverage for any loss: to (1) horizontal drilling (except as specifically endorsed in the policy), tunneling work; (2) Advance Loss of Profits, Any Form of Consequential Loss, Manufacturers Risk; (3) underground works (other than lying pipelines or utilities), Wet Work; (4) to materials (unless the materials are to be incorporated into the Project); (5) tools, or (6) equipment of the Contractor or any tier of Subcontractor, or any other person furnishing labor or materials for the Work. Contractor agrees to indemnify, defend, and hold PRIFA and its officers, agents, and employees harmless from any such loss, theft, or disappearance.

5. Certificates and Policies

All the PRIFA furnished insurance coverages shall be either written by insurance companies approved by PRIFA or shall be self-insured. PRIFA or its appointed representative shall provide Contractors and Subcontractors with appropriate certificates of insurance or self-insurance evidencing the coverage outlined above.

6. Warranty Work

A Contractor/Subcontractor who has otherwise completed its work at the Project Site and whose insurance as provided by PRIFA's OCIP has been terminated, who returns to the site to perform warranty type work does so under its own insurance coverages and not under those provided by PRIFA's OCIP.

7. Termination/Modification of the OCIP

PRIFA reserves the right to terminate any contractor/subcontractor from the OCIP, and to terminate or modify the OCIP, or any portion thereof. To exercise this right, PRIFA shall provide sixty-(60) days advance written notice to all contractors/subcontractors covered by the OCIP. Contractors and Subcontractors of all tiers shall immediately be required to obtain

appropriate replacement insurance coverage acceptable to PRIFA. The reasonable cost of such replacement insurance will be reimbursed by PRIFA. Written evidence of such insurance shall be provided to PRIFA prior to the effective date of the termination or modification of the OCIP.

8. Assignment of Return Premiums

PRIFA will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. In consideration of PRIFA's provision of said coverages, by signing this contract, the contractor agrees to:

- A. Irrevocably assign to and for the benefit of PRIFA, all return premiums, premium refunds, premium discounts, dividends, retentions, credits, and any other monies due to PRIFA in connection with the insurance which PRIFA herein agrees to provide. The Awarded Contractor further agrees to require each subcontractor of all tiers to execute a similar assignment for the benefit of PRIFA.

9. Waiver of Subrogation

Contractor waives all rights of subrogation and recovery against PRIFA, its designee(s), Construction Managers, General Contractors and subcontractor(s) of all tiers to the extent of any loss or damage which is insured under the OCIP. Contractor waives its rights of subrogation and recovery for damage to any property or equipment against PRIFA, its designee(s), Construction Managers, General Contractors and subcontractor(s) of all tiers. Contractor shall require all subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

10. No Release

The carrying of the above-described insurance shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

The Contractor for itself and on behalf of its enrolled subcontractor is required to cooperate with PRIFA and its OCIP Administrator with regards to the administration and operation of the OCIP. The Contractor's responsibilities shall include, but are not limited to:

1. Compliance with applicable Construction Safety Programs(s);
2. Compliance with applicable Laws, Statute or Regulation and PRIFA's OCIP Manual, setting forth the administrative procedures required of the Contractors;
3. Provision(s) of necessary contract, operations and insurance information;
4. Immediately notifying the OCIP Administrator of all subcontractors of all tiers upon award;
5. Cooperation with any insurance company and OCIP Administrator with respect to requests for claims or other information required under the program;
6. Immediately notifying PRIFA that any Contractor/Subcontractor-provided coverage has been canceled, materially changed, or not been renewed; and,
7. Complete the following administrative forms within the time frames specified:
 - A. PRIFA OCIP Form 1 - OCIP Enrollment Form. Upon receipt of award notice from PRIFA.
 - B. PRIFA OCIP Form 2 - Notice of Completion. Upon completion of all work being performed under the contract.
8. Ensure that all eligible participants of all tiers complete OCIP Form 1 and OCIP Form 2.
9. Completed forms will be sent to PRIFA's OCIP Administrator at the following address:

Puerto Rico Infrastructure Financing Authority
Gladys Torres, OCIP Administrator
Ave. Muñoz Rivera, # 268, Suite 400
Hato Rey, PR 00918
Phone #: 787-763-5757
Fax #:787-763-1604

Failure to follow the procedures outlined in PRIFA's OCIP Manual may result in fines being assessed by concerned regulatory agencies against the Contractor. PRIFA shall deduct from monies due or to become due under payments of this contract any applicable fines that are assessed against PRIFA as well as any other legal remedies available to PRIFA, which remedies may be cumulative.

CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGE

For any work under this contract, and until completion and final acceptance of the work, the Contractor, at its own expense, must promptly furnish to PRIFA's OCIP Administrator, certificates of insurance giving evidence that certain coverage's are in force. Contractor is responsible for compliance of these requirements by its subcontractors of all tiers.

Upon receipt of notice to proceed, Contractor agrees and shall cause its subcontractors of all tiers to agree to obtain the insurance set out below from a company or companies acceptable to PRIFA as follows:

1. Workmen's Compensation Insurance

- a) The Contractor shall provide Workmen's Compensation Insurance as described by the Workmen's Compensation Act of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors.
- b) The Contractor shall furnish PRIFA a certificate from the State Insurance Fund showing that all personnel employed in the work are covered. If imported technical personnel are exempted, the Contractor shall furnish evidence of such exemption and certificate from the insurance carrier covering said personnel.
- c) For imported personnel eligible for exemption, as per Act. No. 16 of May 16, 1958, the Contractor shall refer to Appendix "A".

2. Automobile Liability Insurance

- a) Contractor agrees, and shall cause its subcontractors of all tiers to agree, to provide, at their own expense, Automobile Liability Insurance for claims arising from the ownership, maintenance, or use of a motor vehicle at, upon, or away from the Project Site. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability:

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per Occurrence

- b) The certificate evidencing this coverage shall state that the policy has been endorsed to name PRIFA as an Additional Insured (as their interest may appear).
- c) This policy shall be endorsed to include Waiver of Subrogation in favor of PRIFA.

d) Notice of Cancellation

Policies and/or certificates shall specifically provide a 60-day notice of cancellation, non-renewal or material change to be sent to the OCIP Administrator at the aforementioned address, as a condition for such cancellation, non-renewal or material change to take place.

- e) If there is the exposure of transportation of hazardous materials the following endorsement shall be provided. Under this policy, Motor Carrier Endorsement, of the Motor Carrier Act of 1980, Form MCS-90, shall be provided by the Contractor.

3. Payment & Performance Bonds

The Contractor shall furnish a performance bond (the "Performance Bond") and a labor and materials payment bond (the "Payment Bond"), each in the amount of one hundred percent (100%) of the Contract Price, and in the form set forth, respectively, as **Attachments D** and **E** to the PRIFA-Contractor Agreement. The Performance Bond shall name PRIFA as obligees, and the Payment Bond shall name the Puerto Rico Secretary of Labor and Human Relations, in accordance with Section 195 of Title 29 of the Laws of Puerto Rico Annotated, PRIFA as obligees. Each of the Performance Bond and the Payment Bond (collectively, the "Bonds") shall be issued by a surety company qualified to do business under the laws of the place where the Project is located and acceptable to PRIFA. The premiums for the Bonds are included in the Contract Price. The Bonds shall remain in effect for the one-year warranty period specified in Section 5.11 of the contract. The Bonds shall be executed in the required number of counterparts and shall be submitted to PRIFA for insertion into the Contract Documents simultaneously with the execution of the Contract by the Contractor.

Upon the request of any person or entity appearing to be a potential beneficiary of the Bonds covering the payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall permit a copy thereof to be made.

4. Certificates of Insurance

Upon receipt of notice to proceed, Contractors agrees, and shall cause its subcontractors of all tiers to agree, to provide to PRIFA's OCIP Administrator a Certificate of Insurance setting out the coverages described herein, limits, and amendments to the certificate necessitated by changes to the work to be performed under the contract until completion and final acceptance of work. Insurances must be placed with carriers having an A.M. Best's Guide rating of A-VII or better. Such certificate shall be forwarded to the OCIP Administrator at the address described in this manual.

5. Furnishing of Policies and Bonds

- a) All required policies of insurance and bonds shall be in a form acceptable to PRIFA, and shall be issued only by insurance companies authorized to do business in Puerto Rico.
- b) The Contractor shall furnish the original and one certified copy of each required bond duly signed by an Attorney in Fact and countersigned by an authorized representative.
- c) The Contractor shall furnish a complete copy of each policy required under this contract, or a certificate of insurance signed by an authorized representative of the insurer in Puerto Rico, describing the coverages afforded. This certification shall be in an "Accord" form, in general use by the insurers.

6. Other Insurance

Any type of insurance or any increase of limits of liability not described above which a contractor requires for its own protection or on account of any statute shall be its own responsibility and its own expense.

The OCIP is not an attempt to provide the Contractor and its subcontractors of all tiers with complete insurance programs. PRIFA shall not be responsible to provide any insurance coverage not specified above. The Contractor and its Subcontractors of all tiers have the responsibility to make sure their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, which they deem advisable, whether or not specified above.

PRIFA reserves its right to require any changes of insurance or coverage which considers necessary in this contract and to adapt insurance requirements to needs arising during the contracting process.

While PRIFA intends to maintain the OCIP as described herein, no warranty or representation is made that market conditions, costs, loss records or other factors not now prevalent will not result in changes to the program at some future date. Notwithstanding any other provisions of the Contract Documents, PRIFA may, at its sole option, modify or discontinue the OCIP or its policy limits, deductible amounts or other elements of coverage. The insurance provisions set forth herein are not intended and do not represent or fully describe the terms of the policies issued, nor should they be construed to alter or amend those policies. Any questions concerning these insurance provisions shall be directed, in writing, to PRIFA.

ADMINISTRATION OF THE OCIP

Administration is an integral part of the success of the OCIP. Contractors/ Subcontractor must be properly enrolled in the OCIP before access to the Project Site is allowed.

1. Awarded Contractor shall enroll in the OCIP by completing the attached OCIP Form 1 and submitting them to the OCIP Administrator upon receipt of award notice from PRIFA. All awarding Contractors shall require that each of its subcontractors of all tiers enroll in the OCIP by submitting the OCIP Form 1 to the OCIP Administrator prior to the subcontractor entering the project site.

2. Subcontractor Participation

Upon execution of the contract, the Contractor will immediately report all new eligible Subcontractors of all tiers to the OCIP Administrator for enrollment in the OCIP. The Contractor shall cause its Subcontractors to cooperate fully with PRIFA, and insurance companies for the project in the administration of the OCIP. The Contractor agrees to cooperate in the safety and accident prevention program and claim handling procedures as established for the project by PRIFA. In accordance with this paragraph and subparagraphs, Contractor shall not permit any subcontractor of any tier to enter the Project Site prior to submitting enrollment forms in the PRIFA's OCIP; failure to do so may negate the afforded coverage(s).

CLAIMS ADMINISTRATION INTRODUCTION

This section of the Manual explains the procedures to be followed in the event of a loss. It is important that PRIFA's designated insurance company and the OCIP Administrator be immediately notified of any loss situation. The OCIP is designed to provide certain coverage to PRIFA and its Contractor/Subcontractors; however, the program does not change any of the Contractor/Subcontractor(s) contractual and/or statutory responsibilities for reporting losses.

CLAIMS DIRECTORY

OCIP ADMINISTRATOR:

Puerto Rico Infrastructure Financing Authority
Gladys Torres
Ave. Muñoz Rivera, # 268, Suite 400
Hato Rey, PR 00918

Gladys Torres
E - Mail: gtorres@afi.gobierno.pr

Phone #: 787-763-5757
Fax #: 787-763-1605

OCIP INSURANCE BROKER

López Luna Insurance
Ave. Piñero #1731
San Juan, PR 00920

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Phone #: 787-273-7070
Fax #: 787-273-7082

CLAIMS PROCEDURES

A. Bodily Injury or Property Damage Claims:

You must report all occurrences when any member(s) of the public is injured or their property is damaged. Complete the required forms and information of any incident immediately according to PRIFA procedures and forward to the address indicated below.

B. Loss or Damage to the Project under the Course of Construction (Builder's Risk/Installation Floater):

When any physical loss or damage occurs to any part of the construction work, from whatever cause, complete the required forms and information following the incident immediately according to PRIFA procedures and forward to the address indicated below.

C. Environmental Damage Loss/Incident:

You must report all occurrences or possible claims when any member(s) of the public is injured or their property is damaged by immediately notifying the OCIP Administrator of any known or suspected pollution incident.

1. Original to:
Puerto Rico Infrastructure Financing Authority
Ave. Muñoz Rivera, # 268, Suite 400
Hato Rey, PR 00918
Attention: Gladys Torres
Phone #: 787-763-5757
Fax #: 787-763-1605
E-mail: gtorres@afi.gobierno.pr

2. Copy to:
López Luna Insurance
Ave. Piñero # 1731
San Juan, PR 00920
Attention: Melissa Sánchez
Phone #: 787-273-7070
Fax #: 787-273-7082
E-mail: msanchez@lopezlunainsurance.com

LAWSUIT OR CITATION PROCEDURES

Upon receipt, the Contractor/Subcontractor shall immediately notify by telephone of all lawsuits or citations filed against either PRIFA or its contractor/subcontractor(s) of any tier, related to work performed on the Project Site. All lawsuits or citations shall, upon date of receipt, be forwarded by certified mail to:

1. Original to:
Puerto Rico Infrastructure Financing Authority
Ave. Muñoz Rivera, # 268, Suite 400
Hato Rey, PR 00918
Attention: Gladys Torres
Phone #: 787-763-5757
Fax #: 787-763-1605
E-mail: gtorres@afi.gobierno.pr

2. Copy to:
López Luna Insurance
Ave. Piñero # 1731
San Juan, PR 00920
Attention: Melissa Sánchez
Phone #: 787-273-7070
Fax #: 787-273-7082
E-mail: msanchez@lopezlunainsurance.com

SAFETY/LOSS CONTROL PROCEDURES

A. Safety Statement:

PRIFA is committed to maintaining a safe and healthy work place. Every effort will therefore be made to maintain the Project Site free from recognizable hazards. Each employee of the Contractor and the employees of each Contractor/Subcontractor of any tier will be expected to adopt this same commitment to safety and health. During the construction of Projects the same attention will give to safety, quality, and production. The goal of all Project Team Members is to create an accident free environment.

B. Special Safety Conditions, as needed:

1. Services including the application of chemical products within closed spaces, like buildings, will be offered between Monday and Saturday AFTER PRIFA'S WORKING HOURS. The Contractor will take all steps necessary to ensure the area will be free of nuisance odors or vapors before PRIFA personnel is to reoccupy. All these will be done in coordination with the local supervisor of PRIFA. Services in exterior parts of PRIFA can be done during regular working hours.
2. The Contractor shall assure that all wastes are removed and properly disposed of, in accordance with all applicable laws and regulations, after completion of work.
3. Before commencement of work, the Contractors shall take part in a coordination meeting with a Safety Officer, an Environmental Officer and the project manager on PRIFA's behalf. During this meeting the site specific work plan will be discussed and reviewed, including the safety rules and the environmental protection procedures to be followed. Also, a tour of the areas to be worked on will take place.
4. All chemical products to be used shall be classified ***as Approved or Conditionally Approved*** by PRIFA's Hazard Communication Section.
5. Welding operations will comply with the requirements of OSHA, ANSI and NFPA.
6. If the project involves the handling of non asbestos insulation or other dust generating materials, like gypsum board, steps shall be taken to prevent the release of the dust to adjacent areas.
7. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs

and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

8. The Contractors shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents, who shall develop a safety program in coordination with the Safety Officer.
9. Compliance with all safety provisions by subcontractors shall be the responsibility of the Contractor.
10. Contractor agrees that it shall perform all work in compliance with federal, state and local occupational safety and health regulations, including but not limiting to hazard communication, and right-to-know laws. In addition, the Contractor agrees to observe the compliance of all precautions stated upon the applicable materials safety data sheets and container labels of all chemicals used in the contracted work.
11. Contractor, will obtain and maintain, during the duration of the contract, the proper permits from all federal, state and local regulatory authorities or other applicable government agency with respect to discharge, disposal, use, storage, handling and transportation of hazardous chemicals and substances as and when applicable law or regulation requires. For projects including the handling of asbestos, lead, or spilled hazardous substances, the notification to EPA or the EQB will be done by the Contractor, but in coordination with the Safety Officer and the Environmental Advisor or Officer.
12. Contractor will not cause or permit any hazardous chemical or product containing a hazardous chemical to be at, or in the vicinity of, any place where any employee, agent, or contractor of Puerto Rico Infrastructure Financing Authority, or any employee of any such agent or Contractor, may be at risk or exposed to hazard as a result thereof during normal use or any foreseeable emergency.
13. Contractor will defend, indemnify and hold harmless, Puerto Rico Infrastructure Financing Authority, its employees, agents or assigns for any and all liabilities and expenses arising out of Contractor noncompliance with clauses numbered A or B, above, irrespective of any other terms of this agreement.
14. Puerto Rico Infrastructure Financing Authority may unilaterally terminate this contract upon Contractor's nonobservance of any of the foregoing or for any failure to comply with any of the provisions of the Contract upon thirty (30) days of a written notice to Contractor.

PRIFA OWNER CONTROLLED INSURANCE PROGRAM (OCIP)
Safety Overview

The effectiveness of the Safety Program will depend upon the active participation and personal cooperation of all. Project cooperation and coordination of efforts toward carrying out the overall safety responsibilities is needed for an effective program.

PRIFA Team will assist in monitoring Contractors and/or Subcontractors' implementation and application of their respective safety program and the PRIFA safety programs at the work site.

PRIFA's Team has the authority to stop work when either site conditions and/or work practices present an imminent danger (i.e. may result in serious injury, death or extensive property damage) until those conditions and/or practices are corrected.

Each Contractor shall be held responsible for its own compliance and that of his Subcontractors with the project safety requirements.

Each Contractor and its Subcontractors shall establish and enforce an effective disciplinary program.

Each Contractor and its Subcontractors shall designate an on the job safety representative. Said designee shall have not less than three years' experience as Safety Officer and 30 Hours OSHA training. This will be the PRIFA Teams' contact for safety concerns.

All Contractors' and Subcontractors' supervisors will attend a construction orientation produced by PRIFA.

All employees (Contractors, Subcontractors, Engineers, etc.) working on the job shall have the proper Personal Protective equipment for the job task they are performing. At the least a hard hat, safety glasses, safety vest, working clothes and work boots should be required.

All employees (Contractors, Subcontractors, Engineers, etc.) shall have the proper training for the job task they are performing (confined space, fall protection, powder actuated tools, traffic control, equipment operating, etc.

Each Contractor and its Subcontractors shall at a minimum conduct a weekly safety meeting with all employees.

Each Contractor and its Subcontractors shall ensure that a qualified "Competent Person" is provided at work locations where required by OSHA.

Each Contractor and its Subcontractors shall ensure that all applicable forms (confined space permit, lock out/tag out, critical lift checklist, excavation permit, etc.) are provided at work locations where required by OSHA.

Each Contractor/Subcontractor shall adhere to a 100% drug/alcohol free work zone. At minimum, pre-employment & post accident testing is required. The contractor will bear the expense associated with pre-project testing. A positive post accident test or positive pre-project test will result in worker's suspension from the project for 6 months. After which, the worker may return after a successful (negative) re-test. Testing will be performed in accordance with NDA standards.

This is only a brief overview of the PRIFA's Safety Program. In the event of a conflict between the provisions of this overview, the OCIP manual and applicable local, state or federal safety health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan, the more stringent shall apply.

CONSENT FORM

I have read and understand the information provided in the Owner-Controlled Insurance Program Manual.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Please complete and return to Mrs. Gladys Torres, OCIP Administrator at the Puerto Rico Infrastructure Financing Authority, Muñoz Rivera Ave., # 268, Hato Rey, PR 00918, Tel. 787- 763-5757, Fax. 787-763-1604. **This form must be received prior to starting work on the Project.**



COMMONWEALTH OF
PUERTO RICO
Puerto Rico Infrastructure
Financing Authority

**PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY
CONTRACTORS & SUBCONTRACTORS
OCIP ENROLLMENT FORM**

Your Company Name:		
Contact Name:		
Physical Address:		
Mailing Address:		
City:	State:	Zip-code:
Tel. #:	Cellular #:	Fax #:
E-Mail Address:		Federal ID #:

Contract Information

Who awarded your contract:	General Contractor:	
Project Name:		
Contract Number:		
Site Contact :	Tel.:	
Safety Contact:	Tel.:	
Type of work to be done:		
Start Date:	Termination Date:	Contract Amount: \$

Expected Use of Subcontractors

<u>Company Name & Address</u>	<u>Type of Work to be Done</u>	<u>Telephone No.</u>	<u>Start Date</u>

This enrollment form must be received prior to starting work on the Project at the OCIP Administrator's Office:

Puerto Rico Infrastructure Financing Authority
Avenida De Diego
Ave. Muñoz Rivera, # 268, Suite 400
Hato Rey, PR 00918
Att. Gladys Torres Tel. (787) 763-5757, Fax 787-763-1605

SIGNED BY: _____

DATE: _____



**PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY
OCIP NOTICE OF COMPLETION**

Please be advice, we are scheduled to complete our work for:

Contract Number: _____

Job Name/Description: _____

Completion Date: _____

Awarded by: _____

Final Contract Price: _____

Prime Contractor: _____

We used the following subcontractors who will also complete their work on the date shown above:

_____ This is our only contract for PRIFA _____ We are still working on the following jobs for PRIFA

Awarded by	Job Name/Description	Prime (If any)
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Your company's Name: _____

By: _____ Title: _____

This form must be sent to the OCIP Administrator at the following address:

Puerto Rico Infrastructure Financing Authority
Ave. Muñoz Rivera, # 268, Suite 400
Hato Rey, PR 00918
Att. Gladys Torres Tel. 787- 763-5757, Fax 787-763-1605

SIGNED BY: _____

DATE: _____