

ANNEX 11

PENALTIES

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PENALTIES

INTERNATIONAL TENDER No 01/2019

CONCESSION TO PROVIDE PUBLIC SERVICES FOR OPERATION, MAINTENANCE AND MAKING OF INVESTMENTS REQUIRED FOR EXPLOITATION OF THE HIGHWAY SYSTEM CALLED THE PIRACICABA-PANORAMA LOT

INDEX

1. PRESENTATION.....	4
2. GENERAL PROVISIONS	4
3. FINE VALUES.....	7
4. TABLE OF CLASSIFICATION OF INFRACTIONS	8
5. REGARDING THE PENALTIES APPLICABLE TO OTHER SITUATIONS CHARACTERIZING CONTRACTUAL COMPLIANCE	54

1. PRESENTATION

1.1. The application of penalties will follow the rules established in the CONTRACT, as well as the procedures and values presented in this ANNEX.

1.2. This ANNEX, in addition to the CONTRACT, aims to define the infringing conduct and the respective penalties to which the CONCESSIONAIRE shall be subject to the terms set forth in the PUBLIC NOTICE and the CONTRACT.

1.3. Item 03 of this APPENDIX presents Table I - Definitions, which establishes the warning penalty and the value of fines for pecuniary penalties by group and Table II - Levels of Infraction Classification, which establishes the infraction levels for the Services Corresponding to the Operational Functions (item 4.1), Services Corresponding to Extension, Conservation and Maintenance Functions (item 4.2), Obligations Relating to Economic and Financial Aspects (item 4.3), Obligations Relating to Institutional Matters (item 4.4) and Related Infractions to the recurrence, which occurs pursuant to item 6 of this ANNEX, of non-compliance with the PERFORMANCE INDICATORS indicated in ANNEX 3 to the CONTRACT (item 4.5).

2. GENERAL PROVISIONS

2.1. The determination of violations, application of penalties or any other restrictive measures of rights provided for in the CONTRACT shall be preceded by administrative proceedings, governed by State Law number 10.177, of December 30, 1998, and shall follow the rules set forth in the CONTRACT and its ANNEXES, that ensure the contradictory and the broad defense, under the law.

2.1.1. The process of application of the penalties will start with the notification of the CONCESSIONAIRE, duly instructed, where appropriate, with a copy of the document describing the irregularity, indicating the deadline for the submission of prior defense, pursuant to State Law number 10.177 / 1998.

2.1.2. It is possible to process infractions of the same type in the same administrative sanctioning process, even if related to different road segments or highways, in which case the eventual application of penalty will consider the sum of the number of infractions committed.

(i) In the event of infraction of the same type of infraction in the same sanctioning administrative proceeding, the verification of the mitigating and aggravating circumstances provided for in this ANNEX, if alleged in prior defense by the CONCESSIONAIRE, shall be considered separately by road.

(ii) Once the mitigating and aggravating circumstances provided for in this ANNEX have been found for only one or part of the delicts found, ARTESP may apply penalties separately.

2.2. These items exclude the application of the penalties provided for in the PUBLIC NOTICE and the CONTRACT, provided that duly demonstrated and unequivocally proven in the corresponding process, the occurrence of force majeure, unforeseeable circumstances and unenforceable conduct, among other exclusionary causes of anticipated anti-juridicity and culpability. in the CONTRACT, the relevant legislation and regulation

2.3. For the purposes set forth in item 2.2, without prejudice to the provisions contained in the CONTRACT, the following are considered:

(i) MAJOR FORCE and FORTUITOUS EVENT: the events thus considered, under the terms of the Civil Code, Federal Law Number 10,406, of January 10, 2002; and

(ii) MISCELLANEOUS MISCELLANEOUS CONDUCT: the situation that, despite constituting an infraction provided for in this ANNEX or in the CONTRACT, is not the fault of the CONCESSIONAIRE, which diligently adopted the measures that were its responsibility to produce different results, duly demonstrated and unequivocally proven in the corresponding process, pursuant to item 2.2 above.

2.4. If there are repeated noncompliance regarding the same PERFORMANCE INDICATOR or INDEX in 3 (three) consecutive months, or 6 (six) non-consecutive months, in the period of 12 (twelve) months prior to the CONTRACT readjustment date, as it was indicated in the quarterly CSP Clearance Reports, the CONCESSIONAIRE shall be subject to the corresponding penalty provided for in this APPENDIX.

2.5. In the event that a conduct corresponds to more than one infraction, among those provided for in this ANNEX, the principle of specialty shall be observed, applying the penalty corresponding to the most specific infraction, forbidden the accumulation of more general infraction related to the same conduct.

2.6. This item will be observed, for the purposes of applying penalties, in addition to this ANNEX, the CONTRACT, ANNEX 3, as well as the other ANNEXES and APPENDICES.

2.7. In the cases in which the infractions are already expressly described and typified in the tables presented below, the levels and groups of the respective penalties have been set in order to keep proportionality to the related infraction.

2.8. At the same time as the administrative sanctioning process for the application of the penalties provided for in the Table of Fines, in the cases listed in items 4.1 and 4.2 in which the effects of non-compliance endure over time, the ARTESP Notifying Directorate may, at its discretion, grant a new period for correction of irregularities verified by the inspection, in addition to that provided for in the schedule, which is technically compatible for the execution of the work or service not performed.

2.8.1. Failure to comply with the obligation within the new deadline will result in the payment of a moratorium fine at the rate of 1% (one percent) per day on the amount of the penalty applied, from the first day following the expiration of the deadline until the compliance with the penalty obligation. The default fines, when applied, may not exceed the amount of the obligation not yet fulfilled.

2.8.2. After the deadline indicated by the Notifying Board without correcting the irregularity identified, ARTESP may institute a new administrative sanctioning process based on this irregularity.

2.9. The base date of the Tables, contained in this APPENDIX refers to [•], and the values of the fines will be adjusted by the IPCA (Broad Consumer Price Index) / IBGE (Brazilian Institute of Geography and Statistics) for the month prior to the payment of the amounts due.

2.10. The application of the penalties provided for in this APPENDIX and their enforcement shall not prejudice the application of other penalties provided for in the PUBLIC NOTICE, the CONTRACT, the relevant legislation and regulation to which the CONCESSIONAIRE is subject.

2.11. The CONCESSIONAIRE shall develop, install and maintain, throughout the CONCESSION term, a digital web-specific system for the management of information, data and documents related to the penalties applied by ARTESP and the respective administrative procedures or proceedings instituted. The CONCESSIONAIRE shall comply with the rules set forth in APPENDIX H for digital management systems.

2.11.1. The CONCESSIONAIRE may provide access to the FINANCIERS, upon request, access to the system referred to in item 2.11 above.

2.12. In the event of a fine, the CONCESSIONAIRE shall make the payment within 30 (thirty) calendar days from the final administrative decision, and the proof of payment shall be presented in the records of the sanctioning administrative process within the same period. Failure to provide proof of payment will result in the formalization of the expectation of claim and claim claim against the insurer, without further action that was required.

2.13. Failure to pay any fine eventually imposed on the CONCESSIONAIRE, within the term stipulated in this CONTRACT, will result in the automatic payment of default interest of 1% (one percent) per month and the corresponding monetary correction by the IPCA (Broad Consumer Price Index) / IBGE (Brazilian Institute of Geography and Statistics), pro rata die, from from the due date to the actual payment date. Any financial penalties that may be applied to the CONCESSIONAIRE shall be collected in accordance with current regulations.

2.14. The CONCESSIONAIRE is fully aware that ARTESP may bring to the knowledge of the respective insurer the opening of sanctioning administrative proceedings, in order to assure its eventual right to indemnity, respecting the rules provided for in State Law, number 10.177, of December 30, 1998.

2.15. The division of penalties into sections and subsections in the INFRACTION CLASSIFICATION TABLE is intended to facilitate the enforcement of its provisions by not preventing the Notifying Board from applying a penalty provided for in another Board section, even if only formal adaptations are required.

2.16. Unless otherwise specified, deadlines will be counted excluding the start day and including the due day. Deadlines per hour will be minute by minute.

3. FINE VALUES

Table I
Group Settings

(March/2019)

Groups	Fine values
I	R\$ 45.041,84
II	R\$ 225.209,18
III	R\$ 405.376,54
IV	R\$ 540.502,05

Table II
Levels of Penalty Classification

Level	Classification of Penalties
A	Warning
B	10% of the fine value
C	30% of the fine value
D	50% of the fine value
E	75% of the fine value
F	100% of the fine value

4. TABLE OF CLASSIFICATION OF INFRACTIONS

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
4.1. Services Corresponding to Operational Functions				
a. Implantation				
a.1. Collection Control System				
1	Not to initiate implementation of the Systems / Equipment that make up TOLL STATION, according to established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	IV	D	By TOLL STATION
2	Not to deploy the Systems / Equipment that make up the TOLL STATION, preventing the operation of TOLL STATION, observing the rules set forth in the CONTRACT, ANNEXES and APPENDICES.	IV	F	By TOLL STATION
3	Not to initiate the retrofitting or technology update of the Systems and Equipment that make up TOLL STATION, in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	D	By TOLL STATION
4	Not to readapt or update technology of Systems and Equipment that make up the TOLL STATION, preventing the operation of TOLL STATION, observing the rules set forth in the CONTRACT, ANNEXES and APPENDICES.	III	F	By TOLL STATION
5	Failure to initiate the implementation of Automatic Payment (AVI), part of the Collection Control System, in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	By TOLL STATION.
6	Not to fully implement Automatic Payment (AVI), part of the Collection Control System, in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	D	By TOLL STATION.
7	Not to initiate the retrofitting or updating of Automatic Payment (AVI) technology, part of the Collection Control System, in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	B	By TOLL STATION.
8	Not to readapt or update Automatic Payment technology (AVI), part of the Collection Control System, in full, subject to the rules set forth in the CONTRACT, ANNEXES and APPENDICES.	II	D	By TOLL STATION.
9	Not to initiate implementation of Semi-Automatic Payment, part of the Collection Control System, in accordance with deadlines and stages of established schedules and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	By TOLL STATION.

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
10	Not to implement Semi-Automatic Payment, part of the Collection Control System, in full, subject to the rules set forth in the CONTRACT, ANNEXES and APPENDICES.	III	D	By TOLL STATION.
11	Not to initiate upgrading or upgrading of Semi-Automatic Payment technology, part of the Collection Control System, in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	B	By TOLL STATION.
12	Not to readapt or update Semi-Automatic Payment technology, part of the Collection Control System, in full, subject to the rules set forth in the CONTRACT, ANNEXES and APPENDICES.	II	D	By TOLL STATION.
13	Not to initiate implementation of Manual Payment, part of the Collection Control System, in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	By TOLL STATION.
14	Not to implement Manual Payment, part of the Collection Control System, in full, subject to the rules set forth in the CONTRACT, ANNEXES and APPENDICES.	III	D	By TOLL STATION.
15	Not to initiate retrofitting or upgrading Manual Payment technology, part of the Collection Control System, in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	B	By TOLL STATION.
16	Not to readapt or update Manual Payment technology, part of the Collection Control System, in full, subject to the rules set forth in the CONTRACT, ANNEXES and APPENDICES.	II	D	By TOLL STATION.
17	Not to fully implement Violation Control, part of the Collection Control System, in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	D	By TOLL STATION.
18	Not to retrofit or update Violation Control technology, part of the Collection Control System, in full, subject to the rules set forth in the CONTRACT, ANNEXES and APPENDICES.	III	D	By road.
19	Not to homologate and fully certify the Toll Information System - MIP, according to deadlines established with the CONTRACT, ANNEXES and APPENDICES.	III	E	By TOLL STATION.
20	Not to implement equipment of type "Electronic Spines", duly authorized by DER for the beginning of operation, in the roads where there is automatic collection control, according to deadlines established in CONTRACT, ANNEXES and APPENDICES.	II	D	By road

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
21	Not to Deploy Non-Metrological Toll Avoidance Capture Equipment, duly authorized and approved by the DER for commencement of operation, on the roads where there is automatic collection control, in accordance with the terms established in CONTRACT, ANNEXES and APPENDICES.	II	D	By road.
22	Failure to meet the standardization of all Collection and Control System requirements set forth by the GRANTING AUTHORITY and / or ARTESP, not to impair the operation and safety of the TOLL STATION and not to interfere with the USER.	III	B	By road.
23	Failure to meet the standardization of all Collection and Control System requirements set forth by the GRANTING AUTHORITY and / or ARTESP without impairing the operation and safety of TOLL STATION and interference with the USER.	III	C	By road.
24	Failure to meet the standardization of all Control and Collection System requirements defined by the GRANTING AUTHORITY and / or ARTESP, preventing the operation and safety of TOLL STATION.	III	D	By road.
25	Not to homologate, certify or revalidate the Collection Control system of automatic and semi-automatic roads, according to standards determined by ARTESP and / or according to current legislation, in accordance with the terms established in CONTRACT, ANNEXES and APPENDICES.	III	B	By road.
a.2. Weight Surveillance Control System				
1	Not to implement the Moving Weighing System in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	In testing phase.
			C	In implementation phase.
			D	In project phase.
			E	Deployment not performed (0%).
2	Not to retrofit or update Moving Weighing System Equipment technology in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	D	In the whole system.
3	Not to deploy PGF equipment such as: Precision Dynamic Scale System, Leakage Controllers, Semaphore System, Vehicle Height Controller, Electronic and Peripheral Equipment, according to established schedule deadlines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	In testing phase.
			C	In implementation phase.
			D	In project phase.
			E	Deployment not performed (0%).
4	Not to retrofit or upgrade PGF Equipment System technology, such as: Precision Dynamic Scale System, Leakage Controllers, Semaphore System, Vehicle Height Controller, Electronic and Peripheral Equipment, in accordance with agreed schedule deadlines and	II	A	No start on pre-set date.
			B	On some non-essential equipments.

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	milestones, in accordance with the CONTRACT, ANNEXES and APPENDICES		C	Em alguns equipamentos essenciais.
			D	In the whole system.
5	Not to retrofit or update Mobile Scale System technology in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	D	In the whole system.
a.3. Speed Inspection Control System.				
1	Not to implement Speed Control System (fixed speed control points / electronic speed bumps), duly approved by the GRANTING AUTHORITY, including the publication of the act in the State Official Gazette, in accordance with established deadlines and stages and in accordance with CONTRACT, ANNEXES AND APPENDICES.	I	B	In testing phase.
			C	In implementation phase.
			D	In project phase.
			E	Deployment not performed (0%).
2	Not to retrofit or update Speed Control System technology (fixed speed control points / electronic speed bumps) in accordance with established schedule times and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	D	In the whole system.
3	Not to provide Speed Control System (static speed gauges) in accordance with established schedule times and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	C	In the acquisition phase.
			D	Acquisition not performed (0%).
4	Not to retrofit or update Speed Control System technology (static speed meters) in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	E	In the whole system.
a.4. Radio communication System				
1	Not to deploy Fixed Stations, Mobile Stations and Portable Stations in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	B	In testing phase.
			C	In implementation phase.
			D	Deployment not performed (0%).
2	Not to deploy Repeater Stations in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	B	In testing phase.
			C	In implementation phase.
			D	Deployment not performed (0%).
a.5. Data Transmission System				
1	Not to implement Data Transmission System, according to established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In project phase.
			F	Deployment not performed (0%).

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2	Not to retrofit or update Data Transmission System technology in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	E	In the whole system.
a.6. USER Communication System and report regarding the DOMAIN RANGE				
1	Not to deploy Fixed Message Variable Message Panels according to established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In project phase.
			F	Deployment not performed (0%).
2	Not to retrofit or update fixed-type Variable Message Board technology in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	E	In the whole system.
3	Not to provide Movable Variable Message Panels in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	C	In the acquisition phase.
			D	Deployment not performed (0%).
4	Not to retrofit or update mobile-type Variable Message Board technology in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	E	In the whole system.
5	Not to implement the Communication System with the USER via Wireless Data Network, in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In project phase.
6	Not to provide documentation or projects with the delimitation of the DOMAIN RANGE of the stretch of interest or do not properly guide the USER when passing on information necessary for the correct application for authorization to implement works or services of third parties in DOMAIN RANGE.	II	A	1ª Occurrence
			B	2ª Occurrence
			C	3ª Occurrence onwards
7	To file USER application and its ANNEXEs incompletely or with technical or administrative errors, in violation of the regulations in force.	II	A	1ª Occurrence
			B	2ª Occurrence
			C	3ª Occurrence onwards
a.7. Operational Control Center				
1	Not to implement the CCO and its interconnection with the respective equipment, in accordance with established schedule deadlines and stages and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	B	In testing phase.
			D	In implementation phase.
			E	In project phase.
			F	Deployment not performed (0%).

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2	Not to readapt or update the System and Equipment technology that make up the CCO, in accordance with established schedule deadlines and stages and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	E	In the whole system.
a.8. Traffic Monitoring System				
1	Not to implement Traffic Sensing System, according to established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In project phase.
			F	Deployment not performed (0%).
2	Not to retrofit or update Traffic Sensing System technology in accordance with established schedule timelines and milestones and in accordance with the CONTRACT.	II	A	No start on pre-set date.
			D	In the whole system.
3	Not to implement Closed Circuit Television System - CCTV, in accordance with deadlines and stages of established schedules and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In project phase.
			F	Deployment not performed (0%).
4	Not to retrofit or update Closed Circuit Television System (CCTV) technology in accordance with established schedule timelines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	D	In the whole system.
a.9. Vehicle License Reading and Decoding System (OCR)				
1	Not to implement Vehicle License Reading and Decoding System, according to established schedule deadlines and stages and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	In project phase.
			F	Deployment not performed (0%).
2	Not to retrofit or update Vehicle License Reading and Decoding System technology in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	D	In the whole system.
a.10. Tracking System of Operational Vehicles				
1	Not to implement Operating Vehicle Monitoring and Geo-positioning System, in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	B	In testing phase.
			D	In implementation phase.
			E	Deployment not performed (0%).

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2	Not to retrofit or update Operating Vehicle Monitoring and Geo-Positioning System technology in accordance with established schedule times and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	D	In the whole system.
a.11. Initial Intensive Plan - PII (Operation)				
1	Failure to comply with PII under the terms and milestones set forth in the CONTRACT, ANNEXES and APPENDICES.	II	A	Items that do not interfere with system operation.
			B	Non-implementation of contract sub-items.
			D	Non-implementation of contract items.
			E	Deployment not performed (0%).
a.12. Initial Suitability Program of the Transferred System (P..A.I.)				
1	Not to implement the Initial Adequacy Program (P.A.I.), in the aspects related to horizontal signaling, within the established deadline and / or standards required in CONTRACT, under the terms and milestones established in ANNEX 6.	III	C	In the case of partial deployment, by the deadline.
			F	In case of non-implementation (in full), by the deadline.
2	Failure to implement the Initial Adequacy Program (PAI) for aspects of 100% retroreflectance measurements of vertical and horizontal signaling within the deadline and / or standards required by CONTRACT, under the terms and milestones set out in ANNEX 6.	III	C	In the case of partial deployment, by the deadline.
			F	In case of non-implementation (in full), by the deadline
b. Operation				
b.1. Operation of the SAU System and providing support to USERS in the ROAD SYSTEM				
1	Time of arrival of the winch, to the place of service over 60 (sixty) minutes.	II	C	By infraction
2	Traffic Inspection circulation time greater than 90 (ninety) minutes), established in accordance with CONTRACT, ANNEXES and APPENDICES.	II	C	By infraction
3	Arrival time of the Prehospital Care Service (APH) at the place of care over twenty (20) minutes.	II	D	By infraction
4	Arrival time of the Mechanical Help Service to the place of service over 60 (sixty) minutes.	I	F	By infraction
5	Time for the arrival of the Animal Seizure Service to the place of care over 60 (sixty) minutes in 90% (ninety percent) of the monthly occurrences.	II	C	By infraction
	Time of arrival of the Animal Seizure Service to the place of care over 90 (ninety) minutes in 10% (ten percent) of monthly occurrences.	II	D	By infraction

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
6	Time of Fire Fighting Service arrival at the service location greater than 60 (sixty) minutes in 90% (ninety percent) of monthly occurrences.	II	C	By infraction
	Time of Fire Fighting Service arrival at the service location greater than ninety (90) minutes in ten percent (10%) of monthly occurrences.	II	D	By infraction
7	To use APH vehicles for purposes other than those for which they are specified in the CONTRACT, ANNEXES, APPENDICES or Technical Specification.	I	F	By infraction
8	To keep employees or contractors unidentified or with deteriorated or invisible identification.	I	A	Up to 2 employees.
			B	03 employees
			C	Over 3 employees
9	To Keep employees or contractors without uniforms or PPE, or PPE in poor condition.	I	A	Up to 2 employees.
			B	03 employees.
			C	Over 3 employees
10	To keep operating vehicles inoperative due to lack of employee.	II	B	Up to 3 vehicles.
			C	Over 3 vehicles.
11	Failure to comply with procedures specified in Technical Specification	I	C	By infraction
12	To maintain the visual identity of the Rest Area, SAU Post or Operating Vehicle outside the standard authorized by ARTESP.	I	C	By infraction
13	Not to perform cleaning on the SAU Post and Rest Area facilities as provided in the CONTRACT, ANNEXES and APPENDICES.	I	B	By infraction
14	Not to take appropriate measures regarding improper occupation, unauthorized buildings, publicity prohibited by law and street vendors in the DOMAIN RANGE and remaining areas.	II	C	By infraction
15	Failure to comply with the technical, operational and administrative procedures described in the Traffic Inspection Manual.	I	F	By infraction
16	To maintain SAU Tour or Rest Area in disagreement with the stipulations in the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
17	Not to make available material resources necessary for SAU System operation.	I	E	By infraction
b.2. Collection Control System Operation - Toll Stations – By TOLL STATION				
1	Not to retrofit or update Mobile Scale System technology in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	B	To make available in an incomplete way.
			C	Not to make available.
2		II	D	Irregular application.

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	Failure to comply with the technical, operational and administrative procedures described in the TOLL STATIONS Operations Manual, which are referred to in the Public Notice.		F	No application.
3	Failure to meet the specifications contained in specific regulations regarding the Collection System	II	D	By infraction
4	Failure to follow TOLL STATIONS road opening and closing signaling procedures as determined by ARTESP throughout the CONCESSION period	I	D	Irregular application
5	Failure to observe the user service time stopped at the automatic collection road within 10 seconds in 85% of inspections	II	C	By infraction
6	Not to observe the time of service to the user stopped in the automatic collection road within 15 seconds in 15% of the inspections.	II	D	By infraction
7	Not to observe the maximum queue attendance of 60 (sixty) meters for more than 1 (one) uninterrupted hour, as long as there is no interference after TOLL STATION.	II	F	By infraction
8	Failure to observe the minimum number of employees at TOLL STATION to service USERS, in accordance with the CONTRACT inspection purposes.	II	D	By infraction
9	Not to observe the performance of different activities simultaneously by employees, in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
10	Not to observe the availability in TOLL STATION of basic and operational information of the telemetry of the collection system equipment, according to the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
11	Not to update the operating procedures manuals, standards and guidelines as per ANNEX 5.	II	B	Not to include data, within the specified time limits.
			C	Do not include it.
12	To carry out validation activities for the collection control system information outside the physical dependencies of the granted ROAD SYSTEM, in accordance with the CONTRACT, ANNEXES and APPENDICES.	IV	F	By infraction
b.3. Surveillance Control System Operation - Weight.				
1	Not to check at least 90% of vehicles subject to law enforcement under normal operating conditions.	II	B	From 61% to 90% of Vehicles.
			C	From 31% to 60% of Vehicles.
			D	Up to 30% of vehicles.
2	To operate Moving Weighing System in Disagreement with Design / Procedure.	II	B	01 scale.
			C	02 scales.
			D	03 or more scales

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
3	Failure to observe Weighing time 36 seconds in 85% of cases considered for surveillance purposes.	I	E	Up to 03 cases.
			F	Over 03 cases.
4	Failure to observe the average Weighing time of 3 minutes in the remaining 15% of cases considered for surveillance purposes.	II	B	Up to 03 cases..
			C	Over 03 cases.
5	Failure to observe the average Travel Time at the Checkpoint of 2 minutes in 85% of cases considered for enforcement purposes.	I	C	Up to 03 cases.
			D	Over 03 cases.
6	Failure to observe the average Travel Time at the Checkpoint of 5 minutes in the remaining 15% of cases considered for enforcement purposes.	II	B	Up to 03 cases.
			C	Over 03 cases.
7	Not to provide support and infrastructure for operation of PGF or Moving Weighing System in accordance with established schedule timelines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES	II	C	By infraction
8	To Operate Accuracy Dynamic Scale with measurement overdue.	II	B	By infraction
9	Line formation on the side of the road or road when accessing the weighing station.	II	C	To take partial measures
			F	Not to take measures.
b.4. Operational Control Center Operation – CCO				
1	Failure to comply with the technical operational and administrative procedures described in the CCO Operations Manual referred to in the notice.	I	F	By infraction
2	Not to provide or provide improperly the information to USERS through equipment available in the ROAD SYSTEM and linked to the CCO in real time.	II	C	By infraction
3	To coordinate extraordinary events through the CCO involving special operations of any kind in the ROAD SYSTEM, in disagreement with the CCO Operations Manual.	II	C	By infraction
4	Not to provide the CCO with a database with “online” and “real time” operational information of the road system, including USER, toll, inspection and conservation systems.	II	C	By infraction
5	Not to make available in the CCO the Operational Procedures Manuals referred to in the public notice, according to the deadlines and stages of the established schedules and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
6	To Keep employees or contractors unidentified.	I	A	Up to 02 employees
			B	03 employees.
			C	Over 3 employees
7	To keep employees or contractors without uniforms or PPE, or PPE in poor condition.	I	A	Up to 02 employees
			B	03 employees
			C	Over 3 employees

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
8	Failure to follow procedures described in APH Service Technical / Operational Manuals, Winch.	I	C	By infraction
9	To maintain the visual identity of SAU Post outside the standard authorized by ARTESP.	I	C	By infraction
b.6. Extraordinary and emergency operating scheme design and implementation services				
1	Not to adopt an operational scheme previously approved by the Agency to meet the increased demand in special events, aiming to match the supply of capacity of the ROAD SYSTEM according to special demand characteristics.	II	C	By infraction
2	Not to submit to the Agency for prior consideration the special operational scheme to be adopted.	I	E	By infraction
3	Not to adopt appropriate special operational scheme, providing anticipated solutions that avoid the collapse of the installed capacity in the system, in the terms established in CONTRACT, ANNEXES and APPENDICES.	II	C	By infraction
4	Not to take appropriate measures to enter into contracts with entities and agencies responsible for the transit operation, aiming to allow joint actions when necessary.	I	E	By infraction
5	Not to adopt adequate operational scheme to respond to emergency situations, in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	C	By infraction
b.7. Support Services for Traffic Inspection and Offenders				
1	Not to provide the necessary material resources to support traffic enforcement, such as those required for: vehicle weighing, technical analysis for road system event authorizations, exceptional cargo transportation, and provision of material resources for traffic policing, in accordance with deadlines and stages of the schedules established and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	C	By infraction
2	Failure to adequately provide traffic enforcement support services such as vehicle weighing, technical analysis for road system event authorizations, exceptional cargo transportation, and provision of material resources to traffic policing in accordance with deadlines and stages of the schedules established and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
3	Not to provide support the inspection and prosecution of violators relating to vehicle inspection, documentation verification, ICMS verification, vehicle and cargo theft and others, in accordance with established timetable and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	C	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
4	Failure to provide, in an appropriate manner, the services of support for the inspection and assessment of violators related to vehicle inspection, documentation verification, ICMS verification, prohibition of vehicle and cargo theft and others, in accordance with established deadlines and milestones; in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
5	To operate static type speed meter without continuous supervision of CONCESSIONAIRE employees.	II	C	By event.
b.8. Compliance with information submission and supervision recommendations				
1	Failure to comply with the recommendations on Systems / Equipment made by ARTESP, based on field inspections or through equipment and systems, within the pre-established deadline, provided that they have been previously discussed with the CONCESSIONAIRE and are in accordance with the terms set forth in the CONTRACT, ANNEXES AND APPENDICES.	II	C	By infraction
2	Not to provide credible information, statements and / or reports, within the required timeframe, allowing the monitoring of data relating to services corresponding to operational functions, as set forth in CONTRACT, ANNEXES and APPENDICES.	II	C	By infraction
3	Not to submit, within the time limit set by the GRANTING AUTHORITY replies to correspondence (letters, circulars and, e-mail), additional or complementary information.	I	C	By infraction
4	Not to send reports and / or information necessary to calculate the PERFORMANCE INDICATORS, under the conditions and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	F	By infraction
5	To provide untrue or incorrect reports and / or information for the calculation of PERFORMANCE INDICATORS, under the conditions and terms set forth in the CONTRACT, ANNEXES and APPENDICES.	II	B	By infraction
b.9. Guidelines				
1	Failure to comply with requests, guidelines, standards, design instructions, specifications, standards, regulations, indices and parameters in accordance with established schedule timelines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	F	By infraction
2	Not to present, within the period established by ARTESP, additional or complementary information, which, reasonably and without implying significant additional burden to the CONCESSIONAIRE, will formally request.	I	E	By infraction
c. Maintenance				
1	Not to maintain the proper operation of the SAU, PGF, Toll, balance or Rest Area.	I	B	Up to 03 inoperative equipments.
			C	03 or more inoperative equipments.

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2	To maintain operating vehicles that are uncharacterized or unidentified or in poor condition that compromise the adequate provision of services or in non-compliance with traffic regulations.	II	B	Up to 02 vehicles.
			C	03 vehicles
			D	04 or more vehicles.
3	To keep equipment or operating or signaling materials out of date or in poor condition.	I	B	By infraction
4	Not to perform the traffic inspection vehicle exchange or mechanical rescue vehicle within the terms set forth in the CONTRACT and ANNEXES, depending on the type of vehicle.	IV	B	By vehicle
5	Not to change ambulance or light winch within the terms provided in the CONTRACT and ANNEXES, depending on the type of vehicle.	IV	D	By vehicle
6	Not to perform the change of irrigation truck, large captation truck for seizing animals or heavy winches within the terms provided in the CONTRACT and ANNEXES, depending on the type of vehicle.	IV	F	By vehicle
7	Not to restore the full operation of the Collection System and other integrating systems (MIP, ITEMFP system, etc. or any other that may be adopted) with an operation of less than 100%. (By TOLL STATION or by system).	II	B	Within 2 (two) hours of the start of failure, damage, problem etc.
			C	Within 5 (five) hours of the start of failure, damage, problem, etc.
			F	Within 24 (twenty four) hours from the beginning of the failure, damage, problem etc.
8	To maintain Collection System and other integrating systems (MIP, ITEMFP system, etc. or other that may be adopted) with operability below 100%. (By TOLL STATION or by system).	II	C	If within 5 hours no action is taken to restore full operation from the beginning of the failure, damage, problem, etc.
			F	If within 24 hours it does not restore full operation from the beginning of the failure, damage, problem, etc.
9	Radio System (Fixed, Mobile and Portable Stations) inoperative for a continuous period longer than 24 hours.	I	D	By equipment.
10	Radio System (Repeating Stations) inoperative for a continuous period longer than 24 hours.	I	F	By periods
11	Not to meet fully and simultaneously all contractually established requirements for the Radio System	II	C	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
12	Not to inform ARTESP within 2 (two) hours of equipment, system or functionality failure that compromises the operation of the data transmission system.	II	B	By equipment, system or functionality.
13	Data Transmission System Equipment or Functionality remains inoperative for a continuous period longer than 24 hours.	II	D	By equipment, system or functionality.
14	Not to meet fully and simultaneously all contractually established requirements for the Data Transmission System	II	C	By infraction
15	Not to inform ARTESP within 2 (two) hours of changes or failures in CCO equipment and / or systems.	II	B	By infraction
16	CCO equipment or functionality remains inoperative for a continuous period greater than 48 hours	II	C	Inactivity for continuous period longer than 48 hours
			D	Inoperative for a continuous period longer than 96 hours. .
17	To maintain equipment of the Communication System with the type Emergency Box (Call Box) with operability below 90%.	II	C	Equipment operational index between 90 and 80%.
			D	Equipment operational index between 80 and 70%.
			E	Equipment uptime below 70%
18	Message Panel Fixed type variable inoperative for a continuous period longer than 96 hours.	I	D	By equipment
19	Message Panel Mobile variable inoperative for a continuous period longer than 72 hours.	I	D	By equipment
20	Not to meet fully and simultaneously all contractually established requirements for the Variable Message Board System	II	C	By infraction
21	Traffic Sensing System. inoperative for a continuous period exceeding ninety-six (96) hours.	I	D	By equipment
22	Not to meet fully and simultaneously all contractually established requirements for the Traffic Sensing System	II	C	By infraction
23	CCTV Traffic Monitoring System inoperative for a continuous period longer than 96 hours.	I	D	By equipment
24	Not to meet fully and simultaneously all contractually established requirements for the CCTV Traffic Monitoring System	II	C	By infraction
25	To keep the Weighing System in Motion or Precision Dynamic Scale inoperative, in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	C	In disagreement with project.

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
26	To keep Leakage Control of Moving Weighing System, Dynamic Scale or Weighing Station down or unclear.	II	C	In disagreement with project.
27	To maintain a moving weighing system signaling set or signaling set inoperative to direct the vehicle into or from the weighing station.	I	C	In disagreement with project.
28	To keep inoperable or defective peripheral equipment installed in the weight control room, responsible for identifying infringing vehicles, including video terminals, printers and others.	I	F	In disagreement with project.
29	To keep inoperative height detector.	I	C	In disagreement with project.
30	To keep inoperative USER information panel after weighing.	I	C	In disagreement with project.
31	To maintain inoperative Operating Vehicle Monitoring and Geo-positioning System.	I	D	Up to 02 vehicles.
			E	03 vehicles.
			F	04 or more vehicles
32	To maintain inoperative Vehicle License Plate Reading and Decoding System. (By equipment).	I	B	If within 4 hours you do not take steps to restore full operation.
			C	If within 12 hours there is no schedule to restore full operation.
			D	If within 5 days does not restore full operation.
33	Failure to comply with determinations on systems / equipment made by ARTESP, or published through Technical Specifications or official documents, provided that such determinations are in accordance with the terms set forth in the CONTRACT, ANNEXES and APPENDICES.	I	D	Infraction applied for breach of determination.
34	To maintain USER Communication System via Wireless Data Network with performance index below 90% on any section of ROAD SYSTEM	III	C	If 90% to 80% of calls made by the inspectorate are classified as appropriate
			D	If 80% to 70% of calls made by the inspectorate are classified as appropriate
			E	If less than 70% of calls made by the inspectorate are classified as appropriate
35	Failure to fully and simultaneously meet all contractually established requirements for the USER Wireless Communication Network	III	C	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
36	To maintain the Traffic Sensing System by transmitting untrue, unbalanced or poorly maintained information.	II	C	Not to follow procedures
37	USER Wireless Communication Network with Wireless Access Point availability index for a continuous period greater than or equal to 96 (ninety-six) hours.	II	D	If the availability rate is less than 80% for a continuous period greater than or equal to 96 hours
			E	If the availability rate is less than 70% for a continuous period greater than or equal to 96 hours
c.1. Speed Control System (Fixed and Static) Fixed Speed Control Points: Penalties will be applied per monitored traffic range. “Static” speed gauges: penalties will apply By equipment				
1	Failure to send to DER and ARTESP copies of Certificates of Verification issued by the competent body within the terms and conditions stipulated by ARTESP.	II	D	Delay up to 5 days
			E	Delay of 5 to 10 days.
2	Fail to perform technical studies directed to the implementation or relocation of Fixed Speed Inspection Points, respecting the methodology and deadlines defined by ARTESP.	II	C	Failure to comply with deadlines for modifications to previously submitted studies, as requested by ARTESP
			D	Not to meet deadlines for initial submission of technical studies
3	To maintain monthly rate of use of infraction records below the limit required by the GRANTING AUTHORITY and / or DER / SP, according to criteria established by it.	III	D	Up to 5% below the limit
			E	6-10% over limit
			F	Over 10% over limit
4	To maintain monthly index of cancellation of records, by inserting erroneous or incomplete information in the records datacheck, information that is different from the model required by DER and / or current legislation.	III	D	2% to 5% of registrations canceled in the month after processing.
			E	2% to 5% of canceled registrations in month after processing.
			F	More than 200 wrongly issued notices within 1 month

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
5	Failure to comply with the daily minimum operating time of the Speed Control System (fixed and / or static) as it was set forth in the CONTRACT, ANNEXES and APPENDICES.	III	D	If, during the period of 1 month, the sum of the equipment's daily downtime is between 8 (eight) and 24 (twenty-four) hours
			E	If, during the period of 1 month, the sum of the daily equipment downtime is greater than 24 (twenty four) hours and less than 48 (forty eight) hours
			F	If, during the period of 1 month, the sum of the equipment's daily downtime exceeds 48 (forty-eight) hours
6	To send infraction records to the GRANTING AUTHORITY with irregularities in the numerical sequence of the records.	II	D	Up to 10 occurrences of irregularities within 1 month
			E	From 11 to 30 occurrences of irregularities within 1 month
			F	Over 31 occurrences of irregularities within 1 month
7	Failure to comply with the legal requirements of the competent bodies in the execution of maintenance actions of the Speed Control System component equipment (fixed and / or static).	III	F	By occurrence.
8	Not to complete the relocation of fixed speed inspection points, including the approval of the equipment by the GRANTING AUTHORITY and the publication of the act in the State Official Gazette, according to the schedule agreed with ARTESP.	II	C	Not to meet schedule end date.
			C	Delay over 03 up to 10 days.
			D	Delay of more than 10 days.
9	To enter erroneous information in the name of infraction records, resulting in improper issuance of infraction notices by the GRANTING AUTHORITY.	III	D	Up to 100 wrongly issued notices within 1 month
			E	From 100 to 200 wrongly issued notices within 1 month

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
			F	More than 200 wrongly issued notices within 1 month
10	Not to meet fully and simultaneously all contractually established requirements for the Speed Control System	II	C	By infraction
11	Failure to comply with the monthly operating range of static type speed meters without following the formal procedure defined by ARTESP.	II	B	Up to 03 points of operation during the month.
			C	From 4 to 10 points of operation during the month.
			D	Above 10 points of operation during the month.
d. Signaling and Security Management				
1	Not to present Accident Reduction Program (PRA), within the deadlines established by ARTESP.	II	B	To deliver up to seven (7) days late
			C	To deliver up to 30 (thirty) days late.
			F	To deliver late more than 30 (thirty) days or not deliver the PRA.
2	To deliver incomplete or non-standard Accident Reduction Program (PRA) established by ARTESP.	II	E	Applied infraction by program
3	Not to deliver monthly follow-up of the Accident Reduction Program (PRA).	I	B	To deliver up to seven (7) days late
		I	F	To deliver late more than 07 (seven) days or undeliverable
4	To deliver incomplete or non-standard Accident Reduction Program (PRA) monthly follow-up established by ARTESP.	I	F	Applied infraction by follow up
5	Not to submit road safety inspection report (ISV) within the deadlines set by ARTESP.	II	B	To deliver up to seven (7) days late
			C	To deliver up to 30 (thirty) days late.
			F	To deliver late more than 30 (thirty) days or not deliver the PRA.
6	To deliver incomplete or non-standard Road Safety (ISV) inspection established by ARTESP.	II	E	By inspection.
7	Not to perform the actions proposed in PRA according to the schedule proposed by the CONCESSIONAIRE.	II	C	To perform with delay of up to 30 (thirty) days.

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
			F	Not to perform or Perform with a delay of more than 30 (thirty) days.
8	Failure to present complete signaling projects, auxiliary devices and / or continuous protection devices, according to ARTESP schedule deadlines and milestones.	II	B	Not to deliver it on time.
			C	To deliver up to 30 (thirty) days late.
			F	To deliver late more than 30 (thirty) days.
9	Not to implement complete signaling projects, auxiliary devices and / or continuous protection devices in accordance with established schedule deadlines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	C	In the case of partial deployment, by the agreed date.
			F	In case of non-implementation (in full), by the agreed date.
10	Failure to comply with the recommendations made by ARTESP, based on safety audits, within the pre-established deadline, provided that they have been previously discussed with the CONCESSIONAIRE and are within the established schedule terms and stages and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	D	In case of partial non-compliance with ARTESP recommendations.
			F	In case of full non-compliance with ARTESP recommendations.
11	Failure to implement the Initial Intensive Program - PII and / or the Initial Adequacy Program - PAI, in respect of horizontal signage within the deadline and / or standards required by CONTRACT, under the terms and milestones set out in ANNEX 6.	IV	D	Partial deployment by expected date.
			F	In case of non-full implementation by the scheduled date.
12	Failure to implement the Initial Intensive Program - PII and / or the Initial Adequacy Program - PAI, in respect of vertical signage, within the deadline and / or standards required in CONTRACT, under the terms and milestones set out in ANNEX 6.	IV	D	Partial deployment by expected date.
			F	Non-full implementation by the expected date.
13	Failure to implement the Initial Intensive Program - PII and / or the Initial Adequacy Program - PAI, regarding aspects of road restraint devices within the deadline and / or standards required by CONTRACT, under the terms and milestones set out in ANNEX 6.	IV	D	Partial deployment by expected date.
			F	Not fully implemented by the expected date.
14	Not to repaint or reapply horizontal signage (ground paint) within a maximum of one week where a stretch, sub-stretch or cross mark is detected (legends, symbols, pictograms, cross bands, plumbing marks and others) where the retro reflectance is less than that set out in Annex 6.	I	B	For transverse marks, per signaling unit presenting deficiency.
		I	D	Per kilometer of highway with disability.

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
15	Not to replace or not replace, within 24 (twenty-four hours), regulatory and / or warning signage and / or warning signaling devices, according to established schedule deadlines and milestones and in accordance with CONTRACT, ANNEXES AND APPENDICES.	I	F	Per plate unit.
16	Not to replace or replace, within one week, any warning signs, except regulatory and / or warning signs and / or warning signs, in accordance with established schedule deadlines and steps and in accordance with the CONTRACT, ANNEXES AND APPENDICES.	I	F	Per plate unit
17	Not to deploy, maintain, reset ARTESP Registration (RA) identification and date of manufacture on the back of the plates that make up the vertical signage, as per ARTESP specifications.	I	B	Per plate unit without RA or date of manufacture.
18	Not to remove, within a maximum of 24 (twenty-four) hours, gantries and / or semiporotics in metal structure or any other structures that endanger the USER of the highway.	I	F	Per unit.
19	Not to replace, within a maximum of 30 (thirty) days, the metal gantries and / or semi-portals supporting aerial vertical signposts.	I	F	Per unit
20	Not to replace or not replace, within a maximum period of one week, studs, tacks, beacons, delineators and bounding cylinders, in accordance with established schedule deadlines and stages and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	D	Per kilometer of highway with disability.
21	Not to replace, replace or repair, within 24 (twenty-four hours), components that compromise the signaling functionality and within one week the other components, according to established deadlines and milestones, in accordance with the CONTRACT, ANNEXES and APPENDICES. Valid for both TOLL STATIONS semaphore signaling, as well as for traffic lights or crossings.	I	F	Per place.
22	Failure to properly deploy horizontal signage on a constructed or rebuilt stretch of freeway to traffic, contrary to the provisions of Article 88 of the CTB (BRAZILIAN TRAFFIC CODE).	I	C	Per kilometer with partial implantation of horizontal signaling at the edge (s) of the road and / or axis.
			D	Per kilometer with no horizontal signage implanted at runway edge (s) and axle.
23	Failure to adequately deploy vertical signage on a built-up or recapped stretch of freeway to traffic, contrary to the provisions of Article 88 of the CTB (BRAZILIAN TRAFFIC CODE).	I	C	Absence of up to 20% of projected plates
			D	No more than 20% of projected plates
24	Not to install traffic signs and / or suitable temporary use devices on stretches or locations on scheduled works	II	D	In case of partial implantation of signaling.

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	or on stretches or locations with emergency maintenance / maintenance services..		F	In case of non-implantation of signs in the section considered.
25	Failure to comply with the guidelines, standards, specifications, regulations, indices and parameters set forth in CONTRACT, ANNEXES and APPENDICES.	II	F	By infraction
26	Not to perform cleaning of horizontal signs (ground painting, studs and tacks), under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	D	By activity / regularity established.
27	Not to perform vertical ground and aerial signage cleaning, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	D	By activity / regularity established.
28	Not to perform cleaning of beacons, outlines and / or bounding cylinders, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	D	By activity / regularity established.
29	Not to inform previously ARTESP Educational Campaigns and / or Actions carried out with USERS.	I	B	By campaign
30	Not to keep monthly complete and updated records of signaling, auxiliary devices and continuous protection devices.	III	E	By infraction
31	Not to evaluate, within the periodicity stipulated in ANNEX 6, the 100% retro-reflective indices of the HIGHWAY horizontal signage (including devices, marginal roads and exit and entry loops), in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	D	Not to meet the schedule
			D	Not to meet the Contract Specifications
		II	D	Partial Evaluation.
			F	Not to evaluate
32	Not to submit REVITALIZED horizontal signage retro-reflection report within the time frame and models defined by ARTESP	II	C	Not to evaluate or partially evaluate
33	Not to evaluate, at the frequency stipulated in ANNEX 6, the 100% retro-reflective indices of the ROADS vertical signage (including devices, marginal roads and exit and entry loops), in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	D	Not to meet the schedule
		II	D	Not to meet the Contract Specifications
		II	D	Partial Evaluation
			F	Not to evaluate
34	Failure to prepare or not submit, assessment report of road restraint devices and anti-glare device regarding	II	D	To presente in an incomplete way

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	compliance with current standards when requested by ARTESP and / or not yet present schedule of execution of corrections in accordance with deadlines and stages of established schedules and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	F	Not to submit within the time limit
35	Failure to fit / deploy road containment devices and / or anti-glare devices at hazardous locations and / or that do not conform to the specifications and standards contained in the relevant technical standards as set forth in CONTRACT, ANNEXES and APPENDICES.	I	F	Local infraction
36	Not to file with ARTESP, between November 1 and November 10 of each year, the annual schedule of routine conservation services stipulated in ANNEX 6 (cleaning of horizontal signs, cleaning of vertical signs and warning signaling devices, bounding devices cleaning plumbing devices, cleaning temporary use devices and cleaning semaphore signals). CONTRACT, ANNEXES AND APPENDICES.	I	D	To report with delay up to 30 (thirty) days
		I	F	To report with delay more than 30 (thirty) days or for non-compliance with the activity / regularity established
37	Not to present the first schedule of routine conservation services, within 30 (thirty) calendar days of signing the TRANSFER TERM of the REMAINING SYSTEM and / or INITIAL TRANSFER TERM.	I	D	To report with delay up to 30 (thirty) days
			F	Infraction applied to each type of programming. Report with delay more than 30 (thirty) days or for non-compliance with the activity / regularity established
38	Not to file with ARTESP the monthly schedule of routine conservation services stipulated in ANNEX 6, between the 1st and 10th of the month preceding the schedule (Horizontal Signaling Cleaning, Vertical Signaling Cleaning and Warning Signaling Devices, Boundary Devices cleaning plumbing devices, cleaning temporary use devices and cleaning signaling)	I	B	Infraction applied to each type of programming - Protocol delay up to 7 (seven) days
			C	Infraction applied to each type of programming - Protocol delaying more than 7 (seven) days or for failure to comply with the activity / regularity established
39	Not to file with ARTESP, between November 1st and November 10th of each year, the annual schedule of the services of evaluation of horizontal signaling or vertical signaling.	I	D	Infraction applied for each type of programming - Protocol delayed up to 30 (thirty) days

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
			F	Infraction applied for each type of programming - Protocol delaying more than 30 (thirty) days or for failure to comply with the activity / regularity established
40	Not to file with ARTESP the monthly schedule of the horizontal signaling or vertical signaling retro-reflection evaluation services	I	B	Infraction applied to each type of programming - Protocol delay up to 7 (seven) days
			C	Infraction applied to each type of programming - Protocol delaying more than 7 (seven) days or for failure to comply with the activity / regularity established
41	Not to recompose horizontal signs damaged by localized repair, even if provisionally.	I	B	For transverse marks - (subtitles, symbols, pictograms, transverse bands, plumbing marks and others), infraction to be applied by signaling unit presenting deficiency.
			C	Infraction to be applied by extension (kilometer) of highway presenting deficiency.
42	Not to remove or partially remove conflicting or unnecessary horizontal signage.	I	B	For transverse marks (captions, symbols, pictograms, transverse bands, plumbing marks and others), infraction to be applied by signaling unit presenting deficiency.

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
			D	Infraction to be applied by extension (kilometer) of highway presenting deficiency.
43	To use paint or other material not approved in Manuals and Standards for old signage coverage.	I	B	For transverse marks (captions, symbols, pictograms, transverse bands, plumbing marks and others), infraction to be applied by signaling unit presenting deficiency.
			D	Infraction to be applied by painting extension (km) of highway presenting deficiency.
44	Not to install provisionally on the ground, within a maximum of 24 hours, regulatory signaling or warning until the definitive implementation of Air Signaling.	I	F	Per unit
45	Not to provisionally install the other types of signaling on the ground within one week until the definitive implementation of the Aerial Signaling.	I	F	Per unit
46	Not to clean or paint the Plumbing Devices according to established schedule timelines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	D	Applied infraction non-compliance with the established activity / regularity.
47	Not to replace damaged prisms and / or segregators in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	B	Per unit
48	Not to clean Temporary Use Devices As set forth in CONTRACT, APPENDICES and APPENDICES.	I	D	Applied infraction for not performing the activity
49	Not to replace or supplement low-retroreflective, deteriorated, depredated or missing temporary-use devices in accordance with established schedule timelines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	B	Per unit
50	Not to clean the Semaphore Signaling according to established schedule timelines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	D	Applied infraction for not performing the activity
51	Not to evaluate, within the timeframe stipulated in the PII and / or P.A.I. (Initial Suitability Program of the Transferred System) schedule, the 100% retro-reflection of the horizontal signage, in accordance with the terms established in the CONTRACT, ANNEXES and APPENDICES.	II	D	Partial Evaluation
			F	Not to evaluate
52		II	D	Partial Evaluation

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	Not to evaluate, within the period stipulated in the PII and / or PAI schedule, the 100% retroreflection of vertical signage, in accordance with the terms established in the CONTRACT, ANNEXES and APPENDICES.		F	Not to evaluate.
53	To present more than 5% of the semiannually verified sections with horizontal signaling retro-reflectance index with values lower than those established in the CONTRACT, ANNEXES and APPENDICES.	II	F	By activity not fulfilled.
54	To present more than 2% of the vertical signage plates verified annually with a retro-reflectance index lower than those established by ABNT technical standards.	II	F	By activity not fulfilled.
55	Failure to comply with the Highway System Intervention Plan (PISR), under the terms and deadlines set out in ANNEX 5.	III	D	Failure to comply with the approved (partial) Plan.
			F	Failure to comply with approved plan (full).
			F	Not to submit the plan and / or perform work requiring PISR without prior authorization and / or approval by ARTESP.
56	Not to submit documents and / or information requested by ARTESP within the timeframes and models formally defined and / or by law.	I	B	By request.
57	To submit documents and / or reports with incomplete and / or inconsistent information, causing loss and / or delay in the execution of inspection activities.	I	B	By document
58	To perform services at periods other than those reported in the annual and / or monthly schedules, hindering and / or impairing the inspection process..	I	B	By schedule
59	To allow open access without the proper consent of the GRANTING AUTHORITY.	II	F	By access
60	Not to keep the DOMAIN RANGE limit in perfect order and location in accordance with the expropriation.	I	D	By length of stretch (km)
61	Not to take care of the integrity of the DOMAIN RANGE and the remaining areas, taking all appropriate measures and actions necessary to keep them in perfect order, without invasion and properly surrounded by walls in urban or urbanized regions and fenced in rural areas.	II	D	By length of stretch (km)
62	To allow occupation of the DOMAIN RANGE without the proper permission of the GRANTING AUTHORITY.	II	F	By place

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
63	To allow the implementation of works and services of occupation of authorized DOMAIN RANGE, In disagreement with project approved by the GRANTING AUTHORITY.	II	D	By place
64	To allow use of the DOMAIN RANGE in a manner that is not consistent with its purpose, compromising the safety of USERS.	II	F	By place
65	Not to deliver the Operational Management Plan within the established timeframe.	III	F	For each operational management plan, report more than five (5 days after the deadline)
66	Not to submit revisions to the Operational Management Plan within the timeframe	III	F	For each revision of the operational management plan, file more than five (5 days)
67	Not to perform the control and inspection actions of access to the DOMAIN RANGE under the conditions and terms set forth in the CONTRACT, ANNEXES and APPENDICES	II	C	For non-compliance.
68	Not to perform DOMAIN RANGE management under the terms and conditions set forth in the CONTRACT, ANNEXES and APPENDICES	II	B	For non-compliance.
69	Failure to perform ARTESP support actions in providing guidance to interested parties and receiving documentation for opening, regularization and / or readjustment of accesses under the conditions and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES	I	C	For non-compliance.
70	Not to perform the support actions to ARTESP regarding the Inspection of works and access services under the conditions and terms established in the CONTRACT, ANNEXES and APPENDICES	II	B	For non-compliance.
71	Not to perform, in relation to the management of the occupation of the ROAD SYSTEM DOMAIN RANGE, the control and inspection actions of the DOMAIN RANGE under the conditions and terms established in the CONTRACT, ANNEXES and APPENDICES	II	C	For non-compliance.
72	Not to perform, in relation to the management of the occupation of the ROAD SYSTEM DOMAIN RANGE, the support actions to ARTESP in the orientation to the interested parties and in the receipt of the documentation for opening, regularization and / or readjustment of accesses in the conditions and deadlines established in the CONTRACT, ANNEXES AND APPENDICES	I	F	For non-compliance.
73	Not to perform, regarding management of the DOMAIN RANGE occupation of the ROAD SYSTEM, ARTESP support actions regarding the Inspection of works and access services under the conditions and terms established in the CONTRACT, ANNEXES and APPENDICES	II	B	For non-compliance.

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
74	Not to provide or enable new ACCESS or other ACCESS, even if provisional, in accordance with current legislation, to the Stakeholder who has ACCESS authorized during the execution of work / intervention that affects the access area.	II	F	By accesss
75	Not to recompose the authorized ACCESS, in accordance with current legislation, when the work / intervention has affected the access area, until the deadline for completion of the work / intervention.	III	E	By accesss
e. INFORMATION CONTROL CENTER				
1	Not to surrender the USER and password pairs of the systems provided for in APPENDIX H within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	A	By system
2	Not to provide access to the database of the 0800 type 0800 telephone system under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
3	Not to deliver the USER and password pairs of the systems provided for in APPENDIX 5 within the terms and deadlines set forth in CONTRACT, APPENDICES, and APPENDICES.	I	A	By system
4	Not to submit the information provided in the ANNEX 5 Information System within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	A	By infraction
4.2. Services corresponding to Investment, Conservation and Maintenance Functions				
Studies and Projects				
1	Not to submit FUNCTIONAL PROJECT (when required), EXECUTIVE PROJECT and / or “As Built” documentation under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction and, in the case of EXECUTIVE PROJECT, by project discipline.
2	Not to present document GRID (Document Index Shipping Guide), under the terms and deadlines set forth in CONTRACT, APPENDICES and APPENDICES.	I	E	By infraction
3	Not to submit Schedule of delivery of the various phases of the EXECUTIVE PROJECT to ARTESP, under the terms and deadlines set out in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
4	Failure to meet the deadlines for review of FUNCTIONAL PROJECTS, EXECUTIVE PROJECTS and / or “As Built” documentation, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction and, in the case of EXECUTIVE PROJECT, by project discipline

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
5	Not to present monthly controls of the operational performance observed in the last twelve consecutive months to identify the service levels of the system sections according to the established schedule deadlines and stages and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
6	Not to present projects of capacity expansion solutions, reallocation of demand, within a maximum period of three months.	I	F	By infraction
7	Failure to comply with the standards and specifications for TOLL STATIONS of the ROAD SYSTEM under the conditions and deadlines set out in ANNEX 7	IV	F	By TOLL STATION.
8	Not to present the EXECUTIVE PROJECT of catwalks, in accordance with deadlines and stages of the established schedules and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
9	Not provide, within 15 days, response to the information requested by ARTESP regarding third party demands.	I	E	By infraction
10	Failure to obtain timely final approval of the FUNCTIONAL PROJECT documentation (when required) and / or "As Built" documentation under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
11	Not to present, within the period established by ARTESP, additional or complementary information, which, reasonably and without implying significant additional burden to the CONCESSIONAIRE, will formally request.	I	E	By request
12	Fail to submit to ARTESP at least one hundred and eighty (180) days prior to the date of commencement of the improvement / extension works, all the elements and documents required for the dispatch of the competent PUBLIC UTILITY STATEMENT and / or the DECLARATION OF SOCIAL INTEREST WITH THE GRANTING AUTHORITY	I	E	By infraction
13	To submit EXECUTIVE PROJECT - even if accompanied by the respective Quality Certificate - that does not comply with current regulations, contractual or legal provisions, or that compromise the integrity and safety of the USER.	I	E	By infraction
14	To submit EXECUTIVE PROJECT - even if accompanied by the respective Quality Certificate - in disagreement with the previously approved FUNCTIONAL PROJECT, without prior consent from ARTESP	I	E	By infraction
15	Not to present EXECUTIVE PROJECT Quality Certificate, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
16	Not to present Implementation and Development Plan of EXECUTIVE PROJECTS in BIM (PD-BIM) under the terms and deadlines provided in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
17	Failure to comply with the guidelines for the development of EXECUTIVE PROJECTS in BIM modeling under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
18	Not to update periodically the BIM Models, based on the progress of the works under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
19	To hide relevant information, do not correct operational problems of the deployed systems or present false information about the progress of works and quality control in electronic management systems, SISGIS system, BIM model or “As Built” documentation under the terms and deadlines provided in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
20	Not to perform digital monitoring of the progress of the works, through topographic survey with 3D Scanner and aerial photo, under the terms and deadlines provided in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
21	Not to submit a slope monitoring report under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
22	Not to present initial topographic survey of the system granted under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
23	Not to submit study report for adequacy of the drainage system in the terms and deadlines provided in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
24	Not to feed information into the CONCESSION digital systems, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
25	Not to update information on the CONCESSION digital systems, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
26	Failure to comply with the schedule set forth in the PD-BIM, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
27	To implement a signaling project that does not comply with current regulations, found during or after the implementation was completed.	II	F	By finding
Deployment and Execution				
1	Not to start or delay the implementation of works related to the Main Expansion, according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	III	F	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2	Not to conclude or delay the implementation of works related to the Main Expansion, according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	IV	F	By infraction
3	Not to submit timely an INVESTMENT PLAN within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	B	By infraction
4	Not to keep updated Investment Plan under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	B	By infraction
5	Not to start implementation and / or adaptation of SAU post according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
6	Not to initiate implementation and / or adjustment of Balance according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
7	Not to start implementation and / or adjustment of PMRv post according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it..	II	B	By infraction
8	Not to start implementation and / or adequacy of the PGF and / or monitored section of pavement according to the current Physical-Executive Schedule, respecting the milestones and steps that constitute it.	II	C	By infraction
9	Not to complete implementation and / or adequacy of SAU post according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	C	By infraction
10	Not to complete implementation and / or adjustment of the Balance according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	C	By infraction
11	Not to complete implementation and / or adequacy of post and PMRv according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	C	By infraction
12	Not to complete implementation and / or adequacy of the PGF and / or monitored section of pavement according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	C	By infraction
13	Not to start the implementation of resurfacing according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	III	B	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
14	Not to complete the implementation of the walkway, by counting, within the term established in the CONTRACT and according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	III	D	By infraction
15	Not to conclude the restoration work according to the current Physical-Executive Schedule, regarding the milestones and stages that constitute it.	III	D	By infraction
16	Not to start work to implement a speed control device, according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
17	Not to conclude work to implement a speed control device, according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
18	Not to start work for the implementation and / or adaptation of Emergency Bay, within the period stipulated in the Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
19	Not to conclude work for implementation and / or adaptation of Emergency Bay, Physical-Executive Schedule within the stipulated time, respecting the milestones and stages that constitute it.	II	B	By infraction
20	Not to start work to implement Paving according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
21	Not to complete work to implement Paving according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
22	Not to start work for the implementation of shoulders according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
23	Not to conclude work for implementation of shoulders according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
24	Not to start work for the implementation of Rest Areas for Truck Drivers according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
25	Not to conclude work for the implementation of Rest Areas for Truck Drivers according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
26	Not to start work to implement Exceptional Cargo Stop Areas and Hazardous Products according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
27	Not to complete work to implement Exceptional Cargo Stop Areas and Hazardous Products according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
28	Not to start work to implement Marginal Roads and / or Trunking Devices according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
29	Not to conclude work to implement Marginal Roads and / or Trunking Devices according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
30	Not to start work to implement Bus Stop Points according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
31	Not to conclude the work to implement Bus Stop Points according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
32	Not to start work to implement Additional Banners according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
33	Not to conclude work to implement Additional Banners according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
34	Not to start work to implement Trunking Devices and Operational Returns according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
35	Not to conclude work to implement Trunking Devices and Operational Returns according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
36	Not to implement Public Lighting under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	B	By infraction
37	Not to implement cycle paths and / or pedestrian pavements within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	B	By infraction
38	Not to implement DOMAIN RANGE Occupation Management System within the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	B	By infraction
39	Not to implement the Company's Integrated Digital Demand Management System (SISDEMANDA) within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
40	Not to implement Integrated Digital Project Management Digital System (SISPROJ) within the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
41	Not to implement the Integral Digital Polling and Testing System (SISSOND) under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
42	Not to implement Integrated Digital System for Technological Control and Quality of Works Management (SISQUALI) under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
43	Not to implement GIS Integrated Digital Concession System (SIGGIS) under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
44	Not to implement Integrated Digital Works Monitoring System (SISOBRAS) under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
45	Not to implement Integrated Conservation Functions Digital Management System (SIGGECON) within the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
46	Not to implement Integrated Digital Inventory Registration System (CRS) under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
47	Not to implement CONCESSION's Electronic Asset Management System (SISATIVES) within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
48	Not to implement Pavement Management System (SGP) under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
49	Not to implement Electronic OAE and Walkway Management System (SISOAES) under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
50	Not to implement Electronic Radar Data Management System (SIS-RAD) under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
51	Not to implement Electronic Accident Data Management System (SIS-ACCIDENTS) under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
52	Not to implement Electronic Moving Weighing System (SISPESMOV) within the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
53	To initiate or resume the works of expansion and / or improvement of the ROAD SYSTEM, in an area located outside the DOMAIN RANGE, without the prior issuance of the Declaration of Public Utility and / or the Declaration of Social Interest, by the GRANTING AUTHORITY.	II	B	By infraction
54	Not to present Certificate of Quality of Works, according to the standards foreseen in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
55	Not to start the implementation of the catwalk according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By infraction
56	Not to perform work in accordance with projects approved by ARTESP	II	F	By infraction
Guidelines				
1	Failure to comply with requests, guidelines, standards, design instructions, specifications, standards, regulations, indices and parameters in accordance with established schedule timelines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	F	By infraction
2	Not to present, within the period established by ARTESP, additional or complementary information, which, reasonably and without implying significant additional burden to the CONCESSIONAIRE, will formally request.	I	E	By request.
ARTESP Determined Repairs				
1	Not to carry out repairs, when determined by ARTESP, in accordance with the rules set forth in the obligations clause and in ANNEX 18 of the CONTRACT, under the terms set forth in ANNEX 6 and 7 of the CONTRACT, and within the terms established by ARTESP.	II	F	By infraction
Initial Intensive Program and Initial Fitness Program				
1	Not to initiate the Initial Intensive Program (PII) or any of its sub-items (activities) in accordance with the standards, terms, and milestones set forth in the CONTRACT and the Physical Executive Schedule.	II	F	By infraction
2	Failure to complete the Initial Intensive Program (PII) or any of its sub-items (activities) in accordance with the standards, terms, and milestones set forth in the CONTRACT and the Physical Executive Schedule.	II	F	By infraction
3	Not to initiate the Initial Adequacy Program (IAP) or any of its sub-items (activities) in accordance with the standards, terms, and milestones set forth in the CONTRACT and the Physical Executive Schedule.	II	F	By infraction
4	Failure to complete the Initial Adequacy Program (IAP) or any of its sub-items (activities) in accordance with the standards, terms, and milestones set forth in the CONTRACT and the Physical Executive Schedule.	II	F	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
5	Not to survey and present environmental liabilities in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	II	F	By infraction
Activities related to operational functions				
1	Not to present, within the period established by ARTESP, additional or complementary information, which, reasonably and without implying significant additional burden to the CONCESSIONAIRE, will formally request.	I	E	By request.
Special Artworks				
1	Not to start execution of the Program of conservation and maintenance of special works of art according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it, and / or ET-00.000.000-0- C21 / 002.	II	E	By infraction
2	Not to conclude execution of the Program of conservation and maintenance of special works of art according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it, and / or ET-00.000.000-0- C21 / 002.	II	E	By infraction
Environment, Health and Safety				
1	To start highway operation without requesting Operation License.	IV	D	By infraction
2	Not to elaborate and / or implement the Risk Management Plan for dangerous cargo accidents.	III	C	By infraction
3	Not to recover support areas (loan areas, boot-offs, working sites, etc.) within the DOMAIN RANGE within the set time and according to schedule, and respective steps, established between the parties.	III	C	By infraction
4	Failure to endeavor in due time to obtain the necessary licenses and authorizations to carry out all activities subject to the CONCESSION, especially regarding the protection of the environment.	III	C	By infraction
5	Not to forward requested documents or provide timely information about environmental infraction notices, wildlife fauna trampling, solid waste disposal, oil and grease disposal etc.	II	C	By infraction
6	Not to elaborate Environmental Management System; Occupational Safety, Hygiene and Health Management System; Works Environmental Management Plan and the Works Environmental Supervision, within the terms established in CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
7	Not to implement Environmental Management System; Occupational Safety, Hygiene and Health Management System; Works Environmental Management Plan and the Works Environmental Supervision, within the terms established in CONTRACT, ANNEXES and APPENDICES.	III	C	By infraction

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
8	Not to recover environmental liabilities under the terms, stages and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	IV	F	By infraction
9	To apply herbicide to the DOMAIN RANGE in areas with vegetation.	IV	C	By infraction
10	Not to dispose properly of construction waste.	IV	F	By infraction
11	Not to implement wildlife passage structures, hazardous product containment boxes, noise mitigation structures and other mitigation measures as set forth in CONTRACT, ANNEXES and APPENDICES.	IV	F	By infraction
12	Not to deliver Environmental Management Plan for Works and Occupational Health and Safety and Environmental Supervision of Works, within the terms established in CONTRACT	I	F	By infraction
13	Non-recovery of Health and Safety non-conformities and Environmental Non-conformities in accordance with the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
14	Not submit to ARTESP semiannual follow-up reports during the first three years of the Contract, as per CONTRACT, ANNEXES and APPENDICES.	III	E	By infraction
15	Not to submit to ARTESP annual follow-up reports after the first three years of the CONTRACT, according to the CONTRACT, ANNEXES and APPENDICES.	III	E	By infraction
16	Not to conduct a biannual assessment, during the first three years of the CONTRACT, of interested parties, through public consultation mechanisms according to the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
17	Not to carry out an annual assessment, after the first three years of the CONTRACT, of interested parties, through public consultation mechanisms according to the CONTRACT, ANNEXES and APPENDICES.	II	D	By infraction
18	Not to submit to ARTESP Human Resources Policy as per CONTRACT, ANNEXES and APPENDICES, as well as implement and maintain it.	II	D	By infraction
19	Not to meet effluent discharge standards (where applicable) as per CONTRACT, ANNEXES and APPENDICES.	I	C	By infraction
20	Not to develop and implement a security code that complies with CONTRACT, ANNEXES and APPENDICES.	I	C	By infraction
21	In case of interventions not provided for in the CONTRACT that are located outside the DOMAIN RANGE, do not ensure that the identification, assessment and mitigation of impacts on biodiversity meet, where applicable, in accordance with the CONTRACT, ANNEXES and APPENDICES.	III	E	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
22	Not to treat, if it is decided by ARTESP, any resettlement resulting from new investments in the scope of ORDINARY REVIEWS, or EXTRAORDINARY REVIEWS, as per CONTRACT, ANNEXES and APPENDICES.	III	E	By infraction
23	Not to perform specific studies related to environmental aspects, determined by ARTESP, or not to implement the measures established by the mentioned specific studies, when the occurrence of environmental problems caused by activities performed by the CONCESSIONAIRE or contracted, such as noises harmful to the surrounding communities, etc.	III	C	By infraction
Pavement				
1	Not to maintain the surface conditions of the pavement, in accordance with established deadlines and milestones and in accordance with the CONTRACT.	I	B	By homogeneous segment and by rated bearing range.
2	Not to maintain the comfort conditions of the pavement surface, according to established schedule timelines and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	B	By homogeneous segment and by rated bearing range.
3	Not to maintain the deflectometric conditions of the pavement, according to established schedule deadlines and stages and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	B	By homogeneous segment and by rated bearing range.
4	Failure to comply with safety conditions, in accordance with established deadlines and milestones and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	B	By homogeneous segment and by rated bearing range.
5	Not to maintain noise conditions to the pavement bearing in accordance with established schedule times and steps and in accordance with the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
6	Not to present, within 6 (six) months after the signing of the INITIAL TRANSFER TERM, the Program with the deadlines for the execution of special conservation interventions for the various highway segments of the batch.	I	F	By infraction
7	Not to present the special pavement conservation projects, according to the standards and deadlines established in CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
8	Not to submit Pavement Monitoring report under the conditions and deadlines defined in the CONTRACT, APPENDICES and APPENDICES	I	F	By report
Flexible Pavement				
1	Not to repair as in an emergency situation, pan or hole or casting in accordance with the terms and conditions set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
2	Not to perform the final repair with cutout, pan or hole in the bearing road, under the terms and deadlines set out in CONTRACT, APPENDICES and APPENDICES.	I	E	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
3	Not to repair dip in a work of art meeting, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
4	Not to repair dip or repression of small extent, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	C	By infraction
5	Not to replace compromised or moderately compromised running cloth, within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
6	Not to seal cracks under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	B	By infraction
7	Not to repair step between runway and shoulder, in terms and deadlines set out in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
Hard Pavement				
1	Not to repair as in an emergency situation, pan or hole or casting in accordance with the terms and conditions set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
2	Not to perform the final repair with clipping, under the terms and deadlines set forth in CONTRACT, APPENDICES and APPENDICES.	I	E	By infraction
3	Not to repair dip in a work of art meeting, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
4	Not to clean or reseal joints and cracks, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	B	By infraction
5	Not to repair broken edges and slabs, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
Vegetable Coating				
1	Not to perform manual or mechanized pruning of the coating, under the terms and deadlines set out in CONTRACT, partially or totally, in an evaluation segment with a maximum length of 1 km, defined between two sequential milestones.	I	E	Not to perform manual or mechanized pruning and the vegetable coating
			C	Not to perform crowning
			D	Not to remove pruning putty
			C	Not to perform drawing

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2	Not to carry out weeding, under the terms and deadlines established in CONTRACT, partially or totally, in an evaluation segment with a maximum length of 1 km, defined between two sequential milestones.	I	B	By infraction
3	Not to keep firebreaks, under the terms and deadlines set out in the CONTRACT, partially or totally, in an evaluation segment with a maximum length of 1 km, defined between two sequential milestones.	I	C	By infraction
4	Not to perform deletion, in accordance with the terms and deadlines set out in the CONTRACT, partially or totally, in an evaluation segment with a maximum length of 1 kilometer, defined between two sequential milestones.	I	B	By infraction
5	Not to perform maintenance of trees and shrubs, under the terms and deadlines established in CONTRACT, partially or totally, in an evaluation segment with a maximum length of 1 km, defined between two sequential milestones.	I	B	By infraction
6	Not to cut, prune and remove trees and shrubs from the DOMAIN RANGE, in accordance with the terms and conditions set forth in the CONTRACT, partially or totally, within a maximum 1 kilometer evaluation segment, defined between two sequential milestones.	I	E	By infraction
7	Not to replace the vegetal covering, under the terms and deadlines established in CONTRACT, partially or totally, in an evaluation segment with a maximum length of 1 km, defined between two sequential milestones.	I	C	By infraction
Cleaning				
1	Not to remove and dispose of environmentally appropriate waste from operating and support facilities within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	C	By infraction
2	Not to remove common and construction residues or plant residues (eg twig, trunk, etc.) from the DOMAIN RANGE, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
3	Not to perform cleaning and sweeping of paved areas subject to debris deposition, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
4	Not to perform cleaning of paved central garden site, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
5	Not to remove or bury dead animals within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
6	Not to perform general cleaning of canals and rivers, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
Erosion				
1	Not to perform emergency services in cut or landfill erosions, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	F	By infraction
2	Not to perform definitive recomposition of erosion in cut or landfill, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	II	F	By infraction
3	Not to implement a slope / slope monitoring system prone to instability, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
Bus stops, monuments and utilities				
1	Not to correct / rectify damages / malfunctions / bad condition, in the terms and deadlines established in CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
Graffiti				
1	Not to remove graffiti, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
Lateral Conformation				
1	Not to perform lateral conformation for step removal and terrain regularization on the DOMAIN RANGE (lower level terrain) near the side of the paved shoulder or between the runway shelter and the center bed or on the side of the handles of clovers or other road devices. , under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
Platform Surface Drainage				
1	Not to perform general cleaning under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
2	Not to repair or replace drainage elements within the terms and time limits set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
3	Not to perform lateral conformation whenever the lateral land segment exceeds the height of the shoulder or central refuge, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
4	Not to perform unsetting of containment basins, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
5	Not to unclog drainage element, under the terms and deadlines established in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
Surface Drainage, outside the platform				
1	Not to perform general cleaning under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
2	Not to perform repair or replacement of drainage elements, within the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
3	Not to unclog drainage element, under the terms and deadlines established in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
Manholes, Galleries and Drains				
1	Not to perform general cleaning under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
2	Not to perform repair or replacement of drainage elements, within the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
3	Not to unclog drainage element, under the terms and deadlines established in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
Captation Boxes				
1	Not to perform general cleaning under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
2	Not to perform repair or replacement of drainage elements, within the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
3	Not to unclog drainage element, under the terms and deadlines established in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
Tunnel Drainage				
1	Not to perform general cleaning under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
2	Not to perform repair or adjustment of drainage elements, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
3	Not to unclog drainage element, under the terms and deadlines established in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
Leakage Retention Boxes of Hazardous Products				
1	Not to perform general cleaning under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
2	Not to perform monthly inspection, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
3	Not to carry out immediate transportation of leaked materials to a qualified and licensed destination, within the terms and deadlines set forth in CONTRACT, APPENDICES and APPENDICES.	I	F	By infraction
4	Not to unclog element, under the terms and deadlines set forth in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
Passages of Fauna				
1	Not to perform general cleaning under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
2	Not to manage vegetation in the dry part of the passage, under the terms and deadlines established in CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
3	Not to unclog an element, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	E	By infraction
Metal fenders				
1	Not to provide immediate signaling (with cones, easels and ribbons) of element that poses a risk to the safety of USERS and / or not provide for their removal, under the terms and deadlines set forth in the CONTRACT.	I	F	By infraction
2	Failure to perform repair or replacement within the terms and conditions set forth in the CONTRACT	I	F	By infraction
3	Not to perform cleaning, washing or painting in accordance with the terms and conditions set forth in the CONTRACT.	II	D	By activity performed partially and / or by missed schedule
		II	F	Non-Compliance of activity
Concrete Barriers (Fixed and Moveable)				
1	Not to perform the repair or replacement, under the terms and deadlines set forth in the CONTRACT.	I	F	By infraction
2	Not to perform cleaning, washing or painting in accordance with the terms and conditions set forth in the CONTRACT.	II	D	To perform the activity partially and / or not to meet the schedule
		II	F	Non-Compliance of activity
3	Failure to provide immediate warning (with cones, easels and tapes) of damaged device that poses a risk to the safety of USERS under the terms and deadlines set forth in the CONTRACT.	II	D	In case of partial implantation of signaling
			F	In case of non-implementation (fully) of adequate signaling in the section considered

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
Anti Glare Devices				
1	Not to perform the repair or replacement, under the terms and deadlines set forth in the CONTRACT.	I	E	By infraction
2	Not to perform cleaning, washing or painting, under the terms and deadlines set forth in the CONTRACT.	I	D	To perform the activity partially and / or not meeting the schedule
		I	F	Non-Compliance of activity
3	Failure to provide immediate signaling (with cones, easels and ribbons) of a device that poses a risk to the safety of USERS and / or not to provide for its removal in accordance with the terms and conditions set forth in the CONTRACT.	II	D	In case of partial implantation of signaling
			F	In the case of not fully (implanting) adequate signaling in the stretch considered or not being removed within the established period.
Vedros - Walls, Fences, Fences and Roofs				
1	Failure to perform repair or replacement within the terms and conditions set forth in the CONTRACT.	I	D	By infraction
Railing and Balusters				
1	Not to perform protection of damaged element within 24 (twenty four), by means of signs with cones, easels and tapes, and / or do not complete the repair, in accordance with the terms and conditions set forth in the CONTRACT.	I	F	By infraction
2	Not to perform repair or replacement, under the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES	I	F	By infraction
3	Not to perform cleaning, washing or painting in accordance with the terms and conditions set forth in the CONTRACT.	I	D	By established activity / regularity not met.
Impact Dampers and Road Containment Device Terminals				
1	Not to provide immediate signaling of the site with cones, easels and ribbons and / or replacement, under the terms and deadlines set forth in the CONTRACT.	I	F	By infraction
2	Not to perform cleaning, washing or painting in accordance with the terms and conditions set forth in the CONTRACT.	I	D	To perform the activity partially and / or not to meet the schedule
		I	F	Non-Compliance of activity
Structures				

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
1	Not to perform cleaning of drainage devices: internal (horns in lost coffins) or external (on platform and access devices), under the terms and deadlines set forth in the CONTRACT.	I	F	By infraction
2	Not to paint or galvanize metal railings and balusters, under the terms and deadlines set out in the CONTRACT, ANNEXES and APPENDICES.	I	B	By infraction
3	Not to clean or paint surfaces exposed to traffic, within the terms and deadlines set forth in the CONTRACT, ANNEXES and APPENDICES.	I	B	By infraction
4	Not to correct expansion joint in the terms and deadlines established in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
Building and yards				
1	Not to carry out continually preventive conservation and corrective conservation in operational and supporting buildings and yards in order to keep them in full operating condition, under the terms and deadlines set forth in the CONTRACT.	I	B	By infraction
Lighting				
1	Not to maintain the level of operation of road lighting, building and light signaling under the terms and deadlines provided for in PUBLIC NOTICE and CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
2	Not to replace or repair a defective or defective light bulb within the terms and conditions set forth in the CONTRACT, ANNEXES, and APPENDICES.	I	F	By infraction
Electrification				
1	Failure to maintain the conservation standard of high and low voltage lines, substations, transformers, motor generators and UPS systems in accordance with the local utility standards.	I	F	By infraction
Service Reports				
1	Not to submit Monthly Report of Routine Conservation Activities by the 10th business day of the month following that of the report object.	I	C	By infraction
2	Not to submit Annual Drainage Report by May 31 of each year.	I	C	By infraction
3	Not to deliver Routine Conservation Services Annual Schedule by the 10th business day of November of the year preceding the schedule.	I	C	By infraction
4	Not to deliver Routine Conservation Services Monthly Schedule by the 10th business day of the month preceding the schedule.	I	C	By infraction
5	Not to deliver Emergency Conservation / Maintenance Report within 24 hours of emergency occurrences.	III	B	By infraction
6	Not to submit the RADA within the time stipulated by ARTESP.	III	D	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
7	Not to submit the physical advance schedule before the beginning of the work or the reprogramming requested by ARTESP.	I	C	By infraction
8	Not to submit monthly information on the environment and occupational health and safety, as per CONTRACT, ANNEXES and APPENDICES.	I	D	By infraction
4.3. Obligations Relating to Economic and Financial Aspects				
1. Not to provide all information requested by ARTESP				
1	Not to submit by the 5th business day of each month Table 15 B (Financial Cash Flow), as required by ARTESP.	I	C	By infraction
2	Not to submit by the 5th business day of each month Table 9B (Managerial Accomplished Investments), as required by ARTESP.	I	C	By infraction
3	Not to submit by the 5th business day of each month traffic movement and collection corresponding to the 2nd fortnight of the previous month, under the terms required by ARTESP.	I	C	By infraction
4	Not to submit by the 5th business day of each month a variable grant demonstration sheet and the burden of supervision and copy of proofs of payments, as required by ARTESP.	I	C	By infraction
5	Not to submit by the 15th day of each month Table 15B Financial Report (detailed information) as required by ARTESP.	I	C	By infraction
6	Not to submit by the 15th working day of each month a demonstration sheet and copy of ISSQN's payment slip and / or deposit slip, as required by ARTESP.	I	C	By infraction
7	Not to submit by the 20th day of each month traffic movement and collection corresponding to the first half of the month, under the terms required by ARTESP.	I	C	By infraction
8	Not to submit by the 15th day of each month the amount estimated for the payment of variable grant and inspection burden, as required by ARTESP.	I	A	By infraction
9	Not to submit by the 25th of each month Monthly Tables 1B, 2B, 3B, 4B, 5B, 6B, 7B, 8B, 9B1, 10B, 11B, 12B, 13B, 13B1, 14B, 14B1 and balance sheets, as required by ARTESP	I	E	By infraction
10	Not to submit by March 31 or April 30 of each year financial statements for the year ended December 31 of the previous year, including Management report, Annual Balance Sheet, Income Statement, Tables of Origin and Application of Resources, balance sheets, opinion of the External Auditors and the Fiscal Council, if permanent or if installed in the respective fiscal year and list of the assets, as required by ARTESP.	I	F	By infraction
11	Not to submit by August 31 of each year Audited Report of the accounting situation including balance sheet, income statement for the semester ended June 30, as required by ARTESP.	I	F	By infraction

Annex 11 – Piracicaba – Panorama lot

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
12	Not to submit, by March 31 and September 30, updated information on CONCESSION's financial projections, considering the actual results obtained from the beginning of the CONCESSION until the previous semester and the projected results until the end of the CONCESSION term, using the same models and criteria. applied for the preparation of the financial projections included in the proposal, as required by ARTESP.	I	F	By infraction
13	Not to submit, within the period established by ARTESP, additional or complementary information, which, reasonably and without implying significant additional burden to the CONCESSIONAIRE, will formally request.	I	B	By infraction
2. Insurances				
1	Not to deliver certificates or new insurance policies, if any, with the amounts required in the CONTRACT, within the previous policy maturity.	I	F	By undelivered certificate or policy.
3. Warranties				
1	Not to deliver letters of guarantee, public debt securities, certificates or new insurance policies, if any, with the amounts required under CONTRACT, within the maturity of the previous policy.	I	F	By undelivered certificate or policy.
4. Tariff Basis				
1	To charge Toll Charges without approval or in amounts other than those set forth in the CONTRACT, ANNEXES and APPENDICES.	III	E	By TOLL STATION.
5. Accounting Records				
1	Not to make accounting records in accordance with the specific rules, procedures and regulations issued by the competent accounting bodies / entities.	II	D	By semiannual balance sheet.
6. Variable Grant and onus of inspection				
1	Not to make payments on the dates and terms set forth in the CONTRACT, ANNEXES and APPENDICES.	II	F	By infraction
2	To make underpayments or with percentages lower than those provided for in the Contract, or with a calculation base lower than Total Gross Revenue.	II	F	By infraction
4.4. Relative Obligations to Institutional Affairs				
1. Goods of the CONCESSION				
1	Not to keep up to date the inventory and registration of goods linked to the CONCESSION.	I	B	By infraction
2	Not to report monthly on the progress of the expropriation or administrative easement proceedings, as well as negotiations that are in progress with a view to the acquisition of real estate by direct negotiation.	I	A	By infraction
3	Failure to comply with contractual provisions regarding the disposal of reversible assets.	I	F	By infraction

ITEM	INFRACTIONS	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
4	Not to submit the video record survey in the terms and deadlines defined in the CONTRACT, ANNEXES and APPENDICES.	I	F	By infraction
5	Failure to transfer or neglect the transfer process, in favor of the Department of Roads of the State of São Paulo - DER / SP, the domain and / or ownership of real estate that became part of the ROAD SYSTEM	II	D	By infraction
2. Corporate Acts				
1	Not to submit to ARTESP's prior consent the transfer of the CONCESSION or the corporate control of the CONCESSIONAIRE.	I	F	By infraction
2	Not to submit to the prior and express authorization of ARTESP the practice of the acts indicated in the CONTRACT as dependent on prior consent of ARTESP.	I	F	By infraction
3	Not to inform ARTESP within the prescribed period of the practice of acts that depend on communication to ARTESP, within five (05) days after the consummation of the act, as established in the CONTRACT, ANNEXES and APPENDICES.	I	B	By infraction
4	To proceed to the reduction of the capital stock or acquire its own shares, for the entire term of the CONCESSION, without the prior and express authorization of ARTESP.	I	F	By infraction
5	To constitute as collateral for the contracted financing, the rights arising from the operation of the ROAD SYSTEM, without the prior and express authorization of ARTESP.	I	F	By infraction
6	To constitute as guarantee of the financing contracted or as counter-guarantee of operations linked to the fulfillment of the obligations arising from the CONTRACT the actions corresponding to the CONCESSIONAIRE's control, without the prior and express authorization of ARTESP.	I	F	By infraction
4.5. Infractions Regarding Non-Compliance with Performance Indicators as provided for in ANNEX 3				
1	Recurrence of non-compliance with the same PERFORMANCE INDICATOR or INDEX, in 3 (three) consecutive months, or 6 (six) non-consecutive months, in a period of 12 months prior to the CONTRACT readjustment date, as indicated in the QUARTERLY REPORTS Of the PSC, according to the rules provided for in ANNEX 3.	IV	E	By infraction
2	To obtain quarterly results of CSP Rendered equal to or less than 50% (fifty percent) (CSP <= 50%), as per the rule of ANNEX 3.	IV	F	By infraction

5. REGARDING THE PENALTIES APPLICABLE TO OTHER SITUATIONS CHARACTERIZING CONTRACTUAL COMPLIANCE

5.1. For situations characterizing breach or breach of contract whose respective conduct, active or omissive, is not described in the tables above, the calculation of the applicable fine shall obey the following, guaranteed the right of defense and probative delay to the CONCESSIONAIRE, pursuant to state law number 10,177, December 30, 1998.

5.2. The grading of infractions and penalties will observe the following scales:

5.2.1. The infraction will be considered mild, understood as not respecting the maximum degree of attention, care and prudence expected from the CONCESSIONAIRE, and from which it does not benefit. In this case, the penalty will vary from ARTESP Group I and ARTESP Level A to ARTESP Group I and ARTESP Level F.

5.2.2. The infraction will be considered average, understood as not respecting the average degree of attention, care and prudence expected of the CONCESSIONAIRE, without bringing any benefit or benefit to it, nor affecting a significant number of USERS. In this case, the penalty will vary from ARTESP II Group and ARTESP Level A to ARTESP II Group and ARTESP Level F.

5.2.3. The infraction will be considered serious when ARTESP finds the following factors, alone or together,

(i) To have the lawsuit of CONCESSIONAIRE, causing damage to USERS or groups of USERS, or acting in bad faith;

(ii) The violation results in a direct or indirect benefit to the CONCESSIONAIRE;

(iii) THE CONCESSIONAIRE is a offender by recurrence;

(iv) The number of USERS reached or the resulting loss is significant;

(v) There was significant economic impairment to the GRANTING AUTHORITY.

5.2.3.1. In this case, the penalty will vary from ARTESP III Group and ARTESP Level A to ARTESP III Group and ARTESP Level F.

5.2.4. The infraction will be considered very serious when ARTESP finds, in view of the circumstances of the service provided by the CONCESSIONAIRE, when its action or omission is very harmful to the public interest, as it effectively or potentially harms the life or physical safety of USERS, public health, public safety, the environment, treasury or continuity of services. In this case, the penalty will vary from ARTESP IV Group and ARTESP Level A to ARTESP IV Group and ARTESP Level F.

5.3. To select the effective penalty from the possible sanctions, considering the infraction severity classification described above (mild, medium, serious and very serious infraction), ARTESP will observe the following circumstances, with a view to ensuring proportionality in the application of the penalty:

- (i) the nature and severity of the infraction;
- (ii) The resulting damage to the GRANTING AUTHORITY or USERS;
- (iii) The advantages obtained by the CONCESSIONAIRE as a result of the infraction committed;
- (iv) the attenuating and aggravating circumstances;
- (v) The history of the CONCESSIONAIRE, including possible recurrence.

5.4. For the purposes of item 5.3 (iv) the following are considered:

- (i) Mitigating circumstances:
 - (i) recognition of infraction practice;
 - (ii) the voluntary adoption of effective measures to prevent or mitigate the consequences of the infraction before the decision is rendered; and
 - (iii) there is no definitive application of sanctions within 12 (twelve) months prior to the date of committee of the infraction on trial.
- (ii) Aggravating circumstances;
 - (i) recurrence;
 - (ii) refusal to take measures to remedy the effects of the infraction;
 - (iii) exposure to the physical integrity risk of USERS; and
 - (iv) destruction of public goods.