

## **ANNEX 10**

**CONDITIONS OF RETURNING THE ROAD SYSTEM TO THE GRANTING AUTHORITY AND, IF THE  
CASE, TRANSFER TO THE NEW GRANT**

## **ANNEX 10**

### **CONDITIONS OF RETURNING THE ROAD SYSTEM TO THE GRANTING AUTHORITY AND, IF THE CASE, TRANSFER TO THE NEW GRANT**

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. Basic Concepts .....	4
2. Description of Conditions .....	4
2.1. Pavement.....	4
2.2. Special Artworks .....	5
2.3. Signaling .....	6
2.4. Artworks Currents and Drainage .....	7
2.5. Slopes.....	7
2.6. Safety Devices .....	7
2.7. Landscaping .....	8
2.8. Equipment, Vehicles and Control Systems.....	9
2.9. Lighting .....	11
2.10. Operating Facilities and Equipment .....	12
2.11. Cleaning .....	13
3. Receipt.....	13
3.1. Inspection .....	13
3.2. Partial and Final Reports.....	14
3.3. INDEPENDENT RAPPORTEUR.....	14
3.4. Provisional Receipt Term .....	15
3.5. REVERSIBLE GOODS. ....	15
3.6. Provisional Transfer .....	16
3.7. Final Receipt Term.....	16
4. Transition .....	16
4.1. CONCESSIONAIRE'S OBLIGATIONS.....	16
4.2. Assisted Operation Actions of the ROAD SYSTEM:.....	17
4.3. Conflict Resolution in the Transition phase .....	18

## 1. Basic Concepts

- 1.1. This ANNEX aims to define the fundamental conditions for the return of the ROAD SYSTEM to the GRANTING AUTHORITY by the CONCESSIONAIRE with or without a transfer, in whole or in part, to the successor CONCESSIONAIRE (hereinafter referred to as "SUCCESSOR").
- 1.2. Thus, for the purposes of compliance with this APPENDIX, the terms and regulations regarding the RETURN also apply in case of TRANSFER, a term that designates in this Annex, which must be understood here as the new concession of goods or set of goods. reverted to the GRANTING AUTHORITY by the CONCESSIONAIRE.
- 1.3. In addition, all references to the TRANSFER and / or SUCCESSOR will apply if, at any time prior to the end of the CONCESSION, there is a bidding process already finalized and, therefore, with a declared winner, which has as its object, in whole or in part, all or part of the ROAD SYSTEM comprised by the batch: Piracicaba - Panorama. In this case, TRANSFER means the direct transmission, in whole or in part, of the ROAD SYSTEM, as object of the finalized bidding process, from the CONCESSIONAIRE to the SUCCESSOR. The provision of this item is subject to the provisions of art. 16 of State Law No. 16,933 / 2019.
- 1.4. Therefore, the applicable specifications regarding the state of repair / maintenance / operation for each of the existing structures within the ROAD SYSTEM, which covers DOMAIN RANGES AND ADDITIONAL FACILITIES, are hereby established when the contractual term expires.
  - 1.4.1. The CONCESSIONAIRE, regardless of the maintenance and upkeep necessary to maintain the Performance Indicators and the fulfillment of other contractual obligations during the CONCESSION TERM, shall return and / or transfer the ROAD SYSTEM in a good state of repair and operation, with the appropriate update to return period and guarantee of continuation of the useful life for 5 (five) years, from the zero hour of the day following the termination of the Concession, of the structures in general, especially the pavement and special works of art (OAE). During this period there must be no need for restoration services and / or reinforcements in the EEOs and pavement. The rule, however, does not apply to equipment that will follow the specific age parameters set forth in the annexes to the Contract, especially Annex 7.
- 1.5. The entire ROAD SYSTEM must be returned and / or transferred, in perfect compliance with ARTESP, DER / SP, DNIT, ABNT rules, design instructions, ordinances (in this order) that are in effect at the time of the termination of the Concession and , subsidiarily with the related international norms for road systems of similar characteristics, in force at the time of the fulfillment of the respective contractual obligations, as determined by the current parameters of the services and the PERFORMANCE INDICATORS throughout the CONCESSION.
- 1.6. The specifications described below must be understood as minimum conditions for the RETURN and / or TRANSFER and will also have, as a fundamental subsidy, the Descriptive Memorials and Referential Projects of the ROADS SYSTEM, available for consultation with the technical bodies of the CONTRACTOR PARTY.

## 2. Description of Conditions

### 2.1. Pavement

2.1.1 The pavements shall be returned by the CONCESSIONAIRE to the GRANTING AUTHORITY, whether represented by the DER, current holder of the mesh to be transferred, or by any other representative who may replace it, and / or transferred, under the supervision of ARTESP, to the SUCCESSOR, of according to the quality standard required by ANNEX 06 - SERVICES CORRESPONDENT TO CONSERVATION FUNCTIONS.

2.1.2 The tests in Annex 06 - SERVICES CORRESPONDING TO CONSERVATION FUNCTIONS for verification of remaining life may be replaced by other equivalents upon RETURN and / or TRANSFER, in accordance with more recent specifications of ARTESP and GRANTING AUTHORITY.

## 2.2. Special Artworks

2.2.1. For the purposes of this ANNEX, OAE are characterized by all bridges, viaducts, tunnels, walkways, larger galleries, bridges, mixed structures, or not, for the transposition of roads and / or streams and / or rivers, etc., which constitute object of the CONCESSION.

2.2.2. The CONCESSIONAIRE shall, through the conservation / maintenance plan for the OAE's, ensure compliance with the current rules of ARTESP, DER / SP, DNIT, ABNT (in this order), regarding the structural safety conditions, functionality and durability of the returned works and / or transferred.

2.2.3. Reports that will instruct the RETURN and / or TRANSFER procedure described in this APPENDIX shall comply with the following minimum conditions:

- i. Infiltrations: The trays must be watertight, not permeating water through its structure, and the surface drainage in the structure and accesses (encounters) working as planned in the project;
- ii. Cracks: The reinforced and / or prestressed concrete structure must not have cracks, due to concrete failure, thermal effects or misuse of the structure. As an acceptance parameter, cracks must be presented as projected;
- iii. Expansion joints: they must be continuous, with no faults that allow infiltration, they cannot be covered by the pavement, with crushing or opening beyond the projected limits;
- iv. Supporting devices: Neoprene-type devices must not be loose or out of intended loading, distorted, unusual, partially loaded, with exposed and / or corroded cracks, with drooping, parched neoprene layers without Guaranteed functionality. For metal appliances, there must be no corrosion. Your lease must always be guaranteed mainly in one-way devices and its characteristic movements must also be guaranteed for its proper functioning. In the case of the existence of "TEFLON", it must be in the conditions specified in the project;
- v. Steel Corrosion: In the case of reinforced concrete, prestressed, metallic and / or mixed structure, a state of the work must be maintained to guarantee the non-appearance and evolution of this anomaly. Thus, there must also be no exposed reinforcement, wiring without cream injection, or metal structures exposed to environments incompatible with their nature, including submerged works;
- vi. Cleaning under the OAE: in the region of its projection and meetings, the work

must be clean and deforested;

- vii. Drainage under OAE: any well or water shaft must be drained, without prejudice to foundations, meso, superstructure and encounters;
- viii. Encounters of structures: the conformation of arrival of the pavement of the road to the artwork in lowered and impacts to the structure must be guaranteed;
- ix. Approach slabs: shall not have barefoot or rotations that cause joint openings other than those specified in design;
- x. The meetings must not allow displacements and / or efforts in the work structure, which were not foreseen in its conception and dimensioning;
- xi. Encounter Slopes: All slopes must be properly protected so that they do not remove parts of the meso or infrastructure that depend on this support;
- xii. Lighting and safety sheathing: the functionality and durability of the lighting elements on the catwalks shall be intact;
- xiii. Conditions of OAE constituent materials: The materials must guarantee the requirements of ABNT (Brazilian Association of Technical Standards) norms and in accordance with the technical requirements of the specific structural design of the work.

2.2.4. Expectations for the conservation of the structures, as well as their adjustments at the time of the Return and / or Transfer, must meet the Technical Specification ET-00.000.000-0-C21 / 002 for Inspection and Structural / Functional and Durability Inspection of Works of Art. ARTESP Specials and Walkways, or another that replaces or complements it. The structures belonging to the ROAD SYSTEM must have at least A4 under structural and functional safety aspects and A5 under durability aspect.

## 2.3. Signaling

### 2.3.1. Horizontal Signage

2.3.1.1. Horizontal signage shall have a residual life of at least 12 (twelve) months and reflective tacks shall be in accordance with operational specifications.

### 2.3.2. Vertical Signage

2.3.2.1. The vertical signage must be according to the project, appropriate to the time of the CONCESSION termination.

2.3.2.2. The plates must meet, among others, the following conditions:

- i. They must be clean, free from dust and clay;
- ii. The films shall have the specified back reflectance level;
- iii. The plates must not be covered with vegetation.

2.3.2.3. The signs must be updated and compatible with the modifications of access, clovers or other access ways that may be implemented over the CONCESSION TERM.

## 2.4. Artworks Currents and Drainage

2.4.1. The CONCESSIONAIRE shall return and / or transfer under full conservation, operation and operation all existing drainage devices in the DOMAIN RANGE and complementary installations.

2.4.2. In order for the CONCESSIONAIRE to guarantee the functionality of these devices upon the return and / or transfer of the ROAD SYSTEM, the following recommendations must be observed:

- i. Deep drainage must be unobstructed;
- ii. The gutters, gutters, water outlets and culverts shall be clear and clean;
- iii. The cuts and embankments around the drainage devices must not be eroded;
- iv. Gutters, grooves, drainage channels and other drainage devices shall be continuous, without interrupted or damaged sections;
- v. Drainage devices must have adequate structural conditions;
- vi. The gutters, gutters and runoff channels must be unmanaged;
- vii. Manholes, storm drain transition boxes and collection boxes shall be unobstructed;
- viii. Covers and grills must be in perfect condition.

## 2.5. Slopes

2.5.1. The conditions of return and / or transfer of the slopes of cuts and embankments must be such as to guarantee the integrity of the earthworks, with no possibility of slipping.

2.5.2. Therefore, the following recommendations must be observed, among others:

- i. Cutting and embankment slopes shall not be eroded or discontinued in their drainage devices;
- ii. The geometry of the sloping and embankment slopes shall be compatible with the design stability conditions;
- iii. Slopes shall be free of blocks, stones or loose materials that may pose a risk to users;
- iv. Plant cover shall have a maximum height of 30 (thirty) cm in generic areas of the highway and 10 (ten) cm around the operational facilities.

## 2.6. Safety Devices

- 2.6.1. Upon RETURN and / or TRANSFER of ROAD SYSTEM, safety devices shall comply with the specifications to which they are submitted.
- 2.6.2. Metal fenders shall not have crush, break and discontinuity points.
- 2.6.3. Concrete barriers shall be non-discontinuous, and the structure shall be free from major cracks, exposed or corroded reinforcement and concrete breakdown points.
- 2.6.4. The CONCESSIONAIRE shall return and / or transfer the highways of the ROAD SYSTEM with technologically updated devices, at the time of RETURN and / or TRANSFER, and compatible with the physical changes that may occur in the Domain Range, during the CONCESSION TERM, under full operating conditions.

## 2.7. Landscaping

- 2.7.1. All unpaved areas of the ROAD SYSTEM, except those where there are rocky outcrops and altered rocks, must have vegetal cover, including poor soil areas, which must be subject to the application of appropriate techniques, including fertilization and corrections technologies available on the market.
- 2.7.2. The CONCESSIONAIRE shall observe the functional and operational aspects, both of the highways that are part of the ROAD SYSTEM, as well as of the support facilities and tertiary activities due to the planting, growth and eventual interference by vegetation incident on various installations, such as:
  - i. drainage;
  - ii. lighting;
  - iii. Signaling;
  - iv. Fenders;
  - v. Structures;
  - vi. Buildings;
  - vii. Monuments;
  - viii. Equipment;
  - ix. visibility;
  - x. obfuscation;
  - xi. "Stroboscopic" effect; and
  - xii. Stability of the surrounding slopes, etc.



- 2.7.3. The entire area foreseen for future development programs (eg duplication of clues) must be free of tree species and any intervention that may encumber or hinder their removal.
- 2.7.4. To this end, at the end of the CONCESSION TERM, when necessary, maintenance measures must be taken, such as:
- i. Trees and shrubs must be properly pruned;
  - ii. Removal of any undesirable material from the landscape body of the ROAD SYSTEM;
  - iii. Planted areas must be fertilized and free from pests;
  - iv. The main areas, such as: central and lateral beds, belvederes, tolls and scales must have the grass with a maximum height of up to 10 (ten) cm;
  - v. The areas of vegetal covering must suffer at least two pruning in the last semester of the CONCESSION TERM;
  - vi. Hazardous and noise reduction containment structures shall be in good repair / maintenance and operation.

## 2.8. Equipment, Vehicles and Control Systems

- 2.8.1. For the RETURN and / or TRANSFER of this System shall be considered the quantities in operation to properly comply with the required service levels, according to CONCESSION CONTRACT, for the subsystems provided for in this CONTRACT:
- 2.8.2. Upon RETURN and / or TRANSFER of ROAD SYSTEM, all Equipment, Vehicles and Control Systems referred to in item 2.8.1 shall be 100% (one hundred percent) operational.
- 2.8.3. Annually, during the last 5 (five) years of CONCESSION, the CONCESSIONAIRE shall submit to ARTESP spreadsheets containing the maintenance, revitalization and replacement of components performed in the Equipment, Vehicles and Control Systems referred to in item 2.8.1.
- 2.8.4. Collection Control System
- 2.8.4.1. Toll services include the operation of toll stations aimed at charging Tariffs, 24-hour vehicle traffic control, and the financial and accounting control of the amounts collected.
- 2.8.5. For the RETURN and / or TRANSFER of this System, the following subsystems shall be considered in the quantities in operation in compliance with the required service levels, as per Annex 5 of the CONCESSION CONTRACT:
- i. Automatic System: collection by electronic identification of the vehicle by the collection control equipment, containing the necessary information for collection, which will be captured and identified by the control

equipment, in the passage by lane intended for automatic collection of the toll station. All of these equipments constitute an Automatic Charging Track. For each toll station installed, must be part of the return all equipment that make up each Automatic Billing Track, meeting the level of service required in the CONTRACT.

- ii. Semi-automatic system: payment method with vehicle stopping in manual cabins, but using electronic means of payment. A set of equipment installed next to the Manual Collection Tracks is a semi-automatic collection mode. For each toll station installed, must be part of the return all equipment that make up each Semiautomatic Billing Track, meeting the level of service required in the CONTRACT.
- iii. Manual System: collection by manual booths / manual collection system. A set of equipment installed next to the manual charging lanes is a manual charging mode. For each toll station installed, must be part of the return all equipment that make up each manual charging track, meeting the level of service required in the CONTRACT.
- iv. Violation Control System: For all three charging modes, for exempt vehicles and for vehicles carrying excess loads, the Violation Control Systems installed on all lanes of each Toll Stations shall be part of the return equipment that make up each Track, meeting the level of service required in the CONTRACT.

#### 2.8.6. Surveillance Control Systems

- i. General Inspection Post (PGF): The PGF is a road unit, managed by the CONCESSIONAIRE and operated jointly with the Granting Authority, with the purpose of providing support for the exercise of the services, which include the inspection of documentation of drivers of commercial vehicles, loading and overweight, height, width and length of vehicles. For each PGF installed, must be part of the return in addition to buildings in perfect condition, all equipment that make up the Weighing System, consisting basically of the Fixed Precision Balance System and Selective Moving Weighing System, meeting the level of service required by the CONTRACT and with valid deadlines.
- ii. Mobile Weighing System: Mobile Scales are intended for weight control at vanishing points not covered by fixed weighing stations. In addition to the Mobile Scales Bases installed in perfect condition, the equipment that makes up the Mobile Weighing System shall be part of the return, according to the registration in Annex 5 of the Concession CONTRACT, meeting the level of service required by the CONTRACT valid measurement
- iii. Speed Control System: aims to enforce the provisions of the current traffic legislation, regarding the maximum speed limits established for the ROAD SYSTEM (or sections of this ROAD SYSTEM). All equipment must be part

of the return, such as Fixed Radar, Static Radar and Electronic Spines, as quantified in the Physical-Financial Schedule, installed and meeting the service level required in the CONTRACT and with valid deadlines.

#### 2.8.7. Communication and Relationship Systems

2.8.7.1. It corresponds to the operational functions composed by a Telecommunication System, a User Communication System, a Variable Message Panels network and fixed and mobile telecommunications networks, besides the ombudsman and other channels of relationship with the user.

2.8.7.2. They must be part of the return, all equipment of the Radio System (Fixed Stations, Mobile Stations, Portable Stations and Repeater Stations), Data Transmission System, Operational Control Center (CCO), Communication System with the User (Emergency), Variable Message Panel System (PMVfix and PMVmobile), Ombudsman and Other User Relationship Channels and Electronic Data Exchange System (WiFi), as quantified in the Physical Schedule -Financial and its changes, installed and meeting the level of service required in the CONTRACT.

#### 2.8.8. Traffic Monitoring System

2.8.8.1. It corresponds to the operational functions consisting of a Traffic Monitoring System, with equipment installed at the main points of the road system, integrated with the CCO through a real time data transmission system.

2.8.8.2. All equipment of the Traffic Sensing System (SAT) and CCTV Traffic Monitoring System, shall be part of the Return and / or Transfer, as quantified in the Physical-Financial Schedule, installed and meeting the level of service required in the CONTRACT.

#### 2.8.9. Operating Equipments

2.8.9.1. It corresponds to equipment installed in operational buildings, such as the CONCESSIONAIRE's headquarters, user service stations, vehicle weighing stations, necessary for the development of the activities practiced there.

2.8.9.2. All equipment of the type computers, notebooks, telephones and others considered necessary for the development of the works in the mentioned buildings, installed and in perfect state of preservation and functioning, must be part of the RETURN and / or TRANSFER.

#### 2.8.10. Management Equipment

2.8.10.1. It corresponds to equipment installed in operational buildings, such as the CONCESSIONAIRE's headquarters, user service stations, vehicle weighing stations, necessary for the development of the activities practiced there.

2.8.10.2. All furniture and fixtures considered necessary for the development of works in the mentioned buildings, in the quantity provided for in the CONTRACT, installed and in perfect condition, must be part of the RETURN and / or TRANSFER.

#### 2.9. Lighting

2.9.1. The lighting of the ROAD SYSTEM under the responsibility of the CONCESSIONAIRE shall have 100% (one hundred percent) efficiency on the date of its return and / or transfer.

2.9.2. In the last semester of the CONCESSION TERM, a complete review and checking of the entire toll stations lighting system, weighing, road policing areas and others must be made, with a report subscribed by the CONCESSIONAIRE's legal representative attesting the functionality of the ROAD SYSTEM.

2.10. Operating Facilities and Equipment

2.10.1. All operational and support facilities of the ROAD SYSTEM, as well as the relevant equipment, shall have full operating and operating conditions, including the licenses of technology and computer systems necessary for the operation of all valid equipment until, at minimum, the signature of the Final Receipt CONTRACT.

2.10.2. Operational and support installation is understood as:

- i. Toll Stations;
- ii. PGF;
- iii. Mobile Scale Base;
- iv. SAU;
- v. PMRv Basis;
- vi. Trucker Rest Area;
- vii. Radio Repeater Stations;
- viii. Operations Control Center, and
- ix. Administration buildings.

2.10.3. To this end, the CONCESSIONAIRE shall pay attention to the operating conditions, maintenance and upkeep of each of the items listed below, referring to the operating and operating conditions provided for in the standard designs and respective specifications:

- i. Structures;
- ii. Waterproofing;
- iii. Masonry;
- iv. Coverings;
- v. Liners;
- vi. Pavements;
- vii. Coatings and finishes;
- viii. Frames and glass;
- ix. Plumbing / sanitary, crockery and metals, inclusive;
- x. Fire fighting installations;

- xi. Electrical installations, lamps, switches and mirrors, inclusive;
- xii. Lighting;
- xiii. Signaling;
- xiv. Mechanical and Electro-Mechanical Equipment;
- xv. Motor generator systems; and
- xvi. Electronic equipment.

#### 2.11. Cleaning

- 2.11.1. The entire Domain Area of the roads that are part of the ROAD SYSTEM object of the CONCESSION must be completely clean, free of debris, spilled cargo, garbage and slag when returning and / or transferring the ROAD SYSTEM.

### 3. Receipt

#### 3.1. Inspection

- 3.1.1. Two years prior to the close of the CONCESSION, the CONTRACTING PARTY will form and supervise a COMMITTEE, composed of representatives of the GRANTING AUTHORITY, the CONCESSIONAIRE and, if any, of the SUCCESSOR, in equal number, with the purpose of accompanying the adoption by the CONCESSIONAIRE of the previous measures. RETURN and / or TRANSFER OF THE ROAD SYSTEM set forth in this Annex.
- 3.1.2. If, at the time of the formation of the COMMISSION, the bidding process has not yet commenced or, although it has already begun, the object of which includes a new concession of part or all of the ROAD SYSTEM object of this CONCESSION, the SUCCESSOR shall be automatically integrated from the date of signature of the new concession contract.
- 3.1.3. The COMMISSION shall prepare, within ninety (90) days from its constitution, the first Survey Report and propose to ARTESP, with the approval of the CONCESSIONAIRE and, if available, the successor, the parameters that will guide the return and / or transfer all or part of the ROAD SYSTEM object of this CONCESSION CONTRACT.
- 3.1.4. The Survey Report provided for in item 3.1.3 above will portray the situation of the ROAD SYSTEM and may propose to ARTESP its acceptance or the need for corrections, prior to its return to the GRANTING AUTHORITY and / or transfer to the SUCCESSOR.
- 3.1.5. Any corrections will be made within pre-stipulated deadlines by ARTESP and will lead to a new inspection after the conclusion of the services.
- 3.1.6. Both in case of RETURN OF THE ROAD SYSTEM to the GRANTING AUTHORITY, as well as in case of its TRANSFER to the SUCCESSOR, the rules set forth in item 4 - TRANSITION of this ANNEX shall be observed.
- 3.1.7. In case of TRANSFER, the COMMISSION shall define the manner in which the interaction between the CONCESSIONAIRE and the SUCCESSOR will take place and submit it to the

approval of ARTESP in the month prior to the beginning of the Assisted Operation provided for in item 4.2 - Assisted Operation Actions of the ROAD SYSTEM of this ANNEX

### 3.2. Partial and Final Reports

3.2.1. Every three (3) months, from the approval of the first Survey Report prepared pursuant to item 3.1.3 above, the Commission shall prepare and submit to ARTESP for approval a partial report on the execution of the work carried out, as well as a report on the monitoring the execution of works in progress and pavement monitoring, attesting to the quality of the work developed by the CONCESSIONAIRE.

3.2.1.1. The Partial and Final Reports may be prepared and signed by INDEPENDENT RAPPORTEUR, to support ARTESP's decision.

3.2.2. The Final Inspection Report shall be delivered 15 (fifteen) days prior to the end of the CONCESSION, and shall describe, in detail, the dates of surveys and meetings held, minutes, all non-conformities identified and corrected over Commission, as well as other information deemed relevant by the COMMISSION, with a Final Opinion on the fulfillment of the return conditions set out in this ANNEX.

3.2.2.1. The INDEPENDENT RAPPORTEUR may be heard regarding the conclusions presented in the Final Report, prior to the decision of ARTESP, even if he was responsible for its preparation.

3.3. The INDEPENDENT RAPPORTEUR will be chosen by ARTESP from one of the candidates on the triple list submitted by CONCESSIONAIRE, in a timely manner so that it can act within the scope of the COMMISSION's responsibility procedures, in cases where CONCESSIONAIRE opts for INDEPENDENT RAPPORTEUR.

3.3.1. The RAPPORTEUR INDEPENDENT and its agents may not have had any type of relationship with the CONCESSIONAIRE and its RELATED PARTIES, nor have they received any form of remuneration within the 12 (twelve) months preceding the constitution of the COMMISSION, nor may they have any type of relationship. with the CONCESSIONAIRE and its RELATED PARTIES, nor perceive any form of remuneration, within 12 (twelve) days after the delivery of the Final Report.

3.3.2. The elaboration of the triple list must cumulatively comply with the criteria of wide technical reputation in the market and no prohibition to contract with the Public Administration.

3.3.3. The ARTESP may request, at its discretion and for once, the elaboration of a new triple list within 7 (seven) days of the submission of the first triple list by the CONCESSIONAIRE which, within 7 (seven) days, shall submit a new triple list, replacing the three candidates for RAPPORTEUR.

3.3.4. All costs and eventual responsibilities related to the hiring and performance of RAPPORTEUR will be exclusively attributed to the CONCESSIONAIRE, not incurring any kind of burden to ARTESP, the GRANTING AUTHORITY, and also to SUCCESSOR, if any.

3.3.5. After the RAPPORTEUR has been selected by ARTESP, it will carry out the necessary surveys by itself or its agents, as well as the preparation of the reports provided for in this ANNEX.

3.3.6. If ARTESP, by its Board of Directors, disagrees with the conclusions contained in the Reports

provided for in this Annex presented by RAPPOREUR, it may be urged to comment on the methods and results within five (5) business days of ARTESP's notification, extendable period by justification of RAPPOREUR.

3.3.7. After receiving the first Survey Report referred to in item 3.1.3 above, ARTESP shall initiate an administrative proceeding to analyze the content of this and the other Reports produced under this Annex.

3.3.8. After ARTESP has received the Reports provided for in this Annex, subject to the provisions of item 3.3.7 above, it shall analyze and deliberate it in a timely manner as the work continues.

#### 3.4. Provisional Receipt Term

3.4.1. The Interim Receipt CONTRACT shall be signed on the last day of the CONTRACT by the CONCESSIONAIRE, the GRANTING AUTHORITY and ARTESP, and, if SUCCESSOR, expressly agrees to it, thus constituting the termination of the CONCESSIONAIRE's responsibility for maintenance and operation of the ROAD SYSTEM.

3.4.2. In this APPENDIX, if there are any predicted pending remedies by the CONCESSIONAIRE, they shall be complied with according to the following regimes:

- a) In case of RETURN to the GRANTING AUTHORITY, the fulfillment of the pending conditions shall be in accordance with the schedule to be established by ARTESP;
- b) In case of TRANSFER, if it is not feasible to fulfill the conditions pending until the contractual term, the equivalent amount shall be converted into indemnity to be paid directly by the CONCESSIONAIRE to the SUCCESSOR and calculated in the form of economic and financial rebalancing provided for in CONCESSION CONTRACT that has been terminated.

3.5. The Provisional Receipt Term will portray the situation of REVERSIBLE GOODS, including the terms of their acceptance and the eventual need for corrections or substitutions, under the responsibility of the CONCESSIONAIRE, not being subject to any compensation to the CONCESSIONAIRE.

3.5.1. In the event of any corrections or substitutions to be made by the CONCESSIONAIRE, the Provisional Return Term shall indicate, in a motivated manner, the deadline for its execution.

3.5.2. ARTESP may determine, in the Interim Receipt Term, the delivery of technical and administrative documentation, as well as the transfer of operational guidelines regarding the DELEGATED SERVICES that have not yet been delivered or passed on by the CONCESSIONAIRE.

3.5.3. The corrections and substitutions made by the CONCESSIONAIRE in order to return the REVERSIBLE GOODS to the conditions of use, technological updating and maintenance, will not generate the right to compensation or compensation in its favor.

3.5.4. Failure to make the corrections and substitutions provided for in the Interim Receipt Term will entail the establishment of indemnity in favor of the GRANTING AUTHORITY, in an amount corresponding to the services not performed, in addition to the application of the sanctions provided for in this CONTRACT due to contractual default.

3.5.5. It shall be incumbent upon the CONCESSIONAIRE to withdraw, within the period established



in the Interim Receipt Term, all goods used in the CONCESSION that are not classified as REVERSIBLE GOODS.

### 3.6. Provisional Transfer to SUCCESSOR

- 3.6.1. The signing of the Interim Receipt CONTRACT implies the transfer of the operation and maintenance of the ROAD SYSTEM, or part of it, to the SUCCESSOR, according to the Award Act of the object of the respective expired bid, but does not exempt the CONCESSIONAIRE from the civil responsibility of maintaining the GRANTING AUTHORITY and / or the indemnifying SUCCESSOR, resulting from the lifetime warranty provided for in this APPENDIX.

### 3.7. Final Receipt Term

- 3.7.1. After the observation period of 6 (six) months, counted from the Provisional Receipt CONTRACT, the Definitive Receipt CONTRACT of the ROAD SYSTEM will be drawn up. If within this period all the requirements set forth in the APPENDIX are met, the Final Receipt Term will inform the regularity and authorize the release of the guarantee.
- 3.7.2. If, at the end of six (6) months from the Provisional Receipt Term, the CONCESSIONAIRE has not fulfilled all the conditions set forth in this APPENDIX, the GRANTING AUTHORITY shall be indemnified and / or the SUCCESSOR shall claim the respective value discount, the guarantee provided. by CONCESSIONAIRE in this CONTRACT.
- 3.7.3. In case of return of the ROAD SYSTEM to the GRANTING AUTHORITY, the guarantee will be executed, in an amount calculated in the form of economic-financial rebalancing provided for in the CONCESSION CONTRACT that is concluded.
- 3.7.3.1. In case of Transfer to SUCCESSOR, the amount of indemnity due will be proven by SUCCESSOR through the institution of its own administrative process, on which the CONCESSIONAIRE may express itself.
- 3.7.4. The final liability of the CONCESSIONAIRE will only end within the legal deadlines then in effect without exempting the CONCESSIONAIRE, however, from its civil responsibility to maintain the GRANTING AUTHORITY and / or the SUCCESSFUL SUCCESSOR, resulting from the guarantee of useful life provided for in this APPENDIX.
- 3.7.5. For the purpose of calculating the indemnity provided for in items 3.7.2.1 and 3.7.2.2, the unit costs to be adopted shall be based on TPU DER / SP or DNIT SICRO table, in that order, most updated at the time of the submission of the claim. In the absence of information in the tables referred to herein, other parameters must be used, such as those used and published in national and international engineering journals or, if unavailable, a market quotation of at least three (3) Providers.

## 4. Transition

### 4.1. CONCESSIONAIRE'S OBLIGATIONS

- 4.1.1. The CONCESSIONAIRE's obligations are to ensure the continuity of the operation of the ROAD SYSTEM, as well as for the smooth operation of the transition from the Highway System to the GRANTING AUTHORITY or SUCCESSOR:



- i. Provide documents and contracts relating to the object of the CONCESSION, including history and project of all interventions carried out in the Road System throughout the CONCESSION, register of road elements, register of Accesses and register of Domain Area and other documents requested by the COMMISSION or ARTESP;
- ii. Provide operational documents related to the object of the CONCESSION;
- iii. to provide other information on the operation of the ROAD SYSTEM;
- iv. to cooperate with the SUCCESSOR and / or ARTESP for the appropriate transmission of knowledge and information;
- v. Allow the monitoring of the operation of the ROAD SYSTEM and the regular activities of the CONCESSIONAIRE by the SUCCESSOR;
- vi. Promote the training of SUCCESSOR employees regarding the operation of the ROAD SYSTEM;
- vii. to collaborate with the SUCCESSOR in the preparation of any reports required in the transition process;
- viii. to appoint professionals from relevant knowledge areas for operational transition during the assumption of service by SUCCESSOR;
- ix. to provide physical space to accommodate SUCCESSOR work groups during this period;
- x. to assist in staff planning;
- xi. to interact with the SUCCESSOR and other actors and agents involved in the operation of the ROAD SYSTEM;
- xii. to collaborate in other ways indicated by ARTESP;
- xiii. to provide, within the period determined by ARTESP, the most recently made georeferenced video registration and other documents that constitute the most up-to-date inventories, which will be kept by the CONCESSIONAIRE throughout the CONCESSION TERM;
- xiv. to provide username and password pairs for access to the Digital Project Tracking, Management and Management Systems, demands and operational activities specified in Appendix H, to enable SUCCESSOR to have access to the data necessary for the perfect operation and continuity of the ADEQUATE SERVICE on the ROAD SYSTEM.

#### 4.2. Assisted Operation Actions of the ROAD SYSTEM:

- 4.2.1. In the last 3 (three) months of the CONCESSIONAIRE CONTRACT, the SUCCESSOR, with the prior knowledge and acquiescence of the CONCESSIONAIRE and ARTESP, may allocate personnel to monitor the operation and maintenance of the ROAD SYSTEM, in order to become familiar with the operation of the ROAD SYSTEM object of the CONCESSION.

#### 4.3. Conflict Resolution in the Transition phase

- 4.3.1. In the event of disCONTRACT or disCONTRACT in the COMMISSION on the need for corrections or non-compliance with any of the minimum conditions provided for in this ANNEX, and in the light of ARTESP's decisions, the dissatisfied member shall express his or her non-compliance in writing to ARTESP, with copy to the other members, within 15 (fifteen) days of the act questioned, instructed with the alternatives of solution to the contested or qualified points, with estimated costs, if applicable. The other members of the Commission may express their opinion within five (5) days of their acknowledgment of non-compliance.
- 4.3.2. The manifestations presented will be analyzed by ARTESP's body, within 15 (fifteen) business days from receipt.
- 4.3.3. If the divergence presented has been analyzed by the INDEPENDENT RAPPORTEUR, its conclusions will be binding on the CONCESSIONAIRE, prevailing over its previous manifestations, except in the event of proven illegality.
- 4.3.4. Notwithstanding the provisions of items 3.3.7 and 4.3.1 above, in case of disCONTRACT with ARTESP regarding the content of the Reports, even if prepared by RAPPORTEUR, disCONTRACTs may be resolved by the amicable conflict resolution methods provided in the CONTRACT, considering the provisions of sub-clause 53.4 (iii).
- 4.3.5. The decision of the ARTESP Board of Directors on the nonconformity of the member (s) of the COMMISSION has binding force for the latter, which shall adopt, immediately after its subpoena, the determined measures, with a view to the signing of the PROVISIONAL RECEIPT of the end of the CONCESSION, or the DEFINITIVE RECEIPT TERM, if during the observation period.
- 4.3.6. The validation, by ARTESP, of the work of the Commission, including the Inspection Reports, observing the provisions of item 4.3.4, implies the full acceptance, by the CONCESSIONAIRE and the SUCCESSOR, of the conditions of the ROAD SYSTEM, and any burden on which the SUCCESSOR incurring unforeseeable defects and not resulting from the fault or intent of the members of the Commission shall be treated in accordance with the contractual provision of the future concession.
- 4.3.7. Interference, prejudice, imposition of obstacles or breach of continuity in the provision of services object of this CONCESSION CONTRACT, as well as the imposition of any burden not arising from the CONCESSION CONTRACT, to the CONCESSIONAIRE during the transitional period is prohibited.
- 4.3.8. Any joint definition between CONCESSIONAIRE and SUCCESSOR, whether or not it refers to the transition phase, and strictly private, that does not interfere with the proper provision of the service granted, shall be communicated to ARTESP, but shall not give rise to any right to rebalance in favor of the Company. CONCESSIONAIRE or SUCCESSOR, nor may it imply any burden on the GRANTING AUTHORITY.

- 4.3.9. The composition between CONCESSIONAIRE and SUCCESSOR is also allowed for the goods that are part of the CONCESSION and which must be transferred directly to the SUCCESSOR, provided that such composition is previously approved by ARTESP and does not imply any burden to the GRANTING AUTHORITY or the quality of the rendering of services. service to the user, reason why it will not derive any right to rebalance in favor of the CONCESSIONAIRE or SUCCESSOR.