

ANNEX 11

PENALTIES

SPONSORED CONCESSION OF PUBLIC SERVICES OF EXPANSION, OPERATION, MAINTENANCE AND MAKING OF INVESTMENTS NECESSARY FOR EXPLORATION OF THE ROAD SYSTEM CALLED RODOANEL NORTE LOT

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1. PRESENTATION

- 1.1. The application of penalties will follow the rules established in this ANNEX, observing the general rules of Clause Forty-one of the AGREEMENT.
- 1.2. This ANNEX, in addition to the AGREEMENT, aims to regulate the penalties applicable within the scope of the SPONSORED CONCESSION, typify the contractual infractions and detail the administrative procedure for the application of contractual penalties, in compliance with State Law No. 10.177/1998, and the adversary and ample defense are guaranteed.
- 1.3. The application of the penalties established in this ANNEX and their compliance do not affect the application of other penalties set forth in the REQUEST FOR BIDS, in the AGREEMENT and general ANNEXES, in the legislation and relevant regulation to which the CONCESSIONAIRE is subject.
- 1.4. Item 6 of this ANNEX presents Table I - Definitions, which establishes the amount of fines for monetary penalties by group, Table II - Classification Levels of Infractions, which establishes the levels of penalties for infractions and the CLASSIFICATION TABLE OF INFRINGEMENTS of item 7, which typifies the infractions and divides them into the following categories: Services Corresponding to Operational Functions (item 7.1), Services Corresponding to the Functions of Expansion, Conservation and Maintenance (item 7.2), Obligations Related to Economic-Financial Aspects (item 7.3), Obligations Relating to Institutional Matters (item 7.4) and non-compliance with the PERFORMANCE INDICATORS indicated in ANNEX 03 to the AGREEMENT (item 7.5).

2. GENERAL PROVISIONS

- 2.1. In cases where the infractions are already expressly described and typified in the TABLE OF CLASSIFICATION OF INFRINGEMENTS, the levels and groups of the respective penalties have already been established in order to keep proportionality to the related infraction.
 - 2.1.1. The division of penalties into sections and subsections in the TABLE OF VIOLATIONS CLASSIFICATION is intended to facilitate the application of its provisions and does not prevent the Notifying Board from applying a penalty provided for in a section of another Board, even if only formal adjustments are necessary.
 - 2.1.2. The base date of the Tables, contained in this ANNEX refers to September/2021, and the amounts of the fines will be adjusted by the IPCA/IBGE for the month prior to the payment of the amounts due.
- 2.2. In cases where a conduct corresponds to more than one infraction, among those provided for in this ANNEX, the principle of specialty will be observed, applying the penalty corresponding to the most specific infraction, the accumulation of a more general infraction related to the same conduct being prohibited.
- 2.3. In infractions that are proven to result from force majeure and/or unforeseeable circumstances and/or constitute unenforceability of different conduct, no penalty will be applied to the CONCESSIONAIRE, provided that the event beyond the fault and responsibility of the CONCESSIONAIRE is the direct and immediate reason for the infraction.
 - 2.3.1. If it is identified that the infraction would have occurred, even if, hypothetically, the

event of force majeure and/or fortuitous event did not occur, a penalty will be applied to the CONCESSIONAIRE.

2.3.2. For the purposes of applying penalties, it is considered:

2.3.2.1. Force Majeure and Act of God: the event as defined in the form of civil law and which is a direct and immediate cause of a breach within the scope of the CONTRACT;

2.3.2.2. Inexigibility of a different behavior: situation which, although represents a violation set forth in this ANNEX or in the AGREEMENT, is not caused by fault of the CONCESSIONAIRE, which diligently adopted the applicable measures to produce different results, duly demonstrated and unambiguously proven in due process.

2.4. In the event of repeated non-compliance with 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 adjustment date of the AGREEMENT, as indicated in the CSP QUARTERLY REPORTS, the CONCESSIONAIRE will be subject to the corresponding penalty provided for in this ANNEX.

2.5. Concurrently with the sanctioning administrative process for the application of the penalties provided for in the Table of Fines, in the cases listed in items 7.1 and 7.2 in which the effects of non-compliance last in time, the Notifying Board of ARTESP, at its discretion, may grant a new deadline for the correction of irregularities verified by the inspection, in addition to that provided for in the schedule, which is technically compatible for the performance of the work or service not performed.

2.5.1. Failure to comply with the obligation within the new stipulated period will result in the collection of a large moratorium 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 stipulated period until the fulfillment of the obligation. Late payment fines, when applied, may not exceed the value of the portion of the obligation which has not yet been fulfilled.

2.5.2. After the deadline indicated by the Notifying Board without correcting the mentioned irregularity, ARTESP may institute a new administrative sanctioning process for this irregularity.

2.6. The CONCESSIONAIRE shall develop, install and maintain, throughout the CONCESSION period, a digital web system to be used specifically to manage the information, data and documents related to the penalties applied by ARTESP and their corresponding procedures or administrative processes. The CONCESSIONAIRE shall observe the rules established in APPENDIX F for digital management systems.

2.6.1. The CONCESSIONAIRE may provide access to the FINANCIERS, upon request, access to the system referred to in item 2.6.

3. FINE

3.1. Fines will be applied as a result of violations committed by the CONCESSIONAIRE to the clauses contained in the AGREEMENT and ANNEXES, in accordance with the rules provided

for in this ANNEX, subject to the provisions of Clause Forty-one of the AGREEMENT.

3.2. In the event of non-compliance by the CONCESSIONAIRE of any obligation provided for in the REQUEST FOR BIDS, in the AGREEMENT or in its ANNEXES, for which there is no specific fine imposed, this will be calculated using as a reference the values foreseen for similar infractions typified in the TABLE OF CLASSIFICATION OF INFRINGEMENTS, always respecting the minimum and maximum values provided for in this ANNEX, ensuring proportionality between the infraction and the corresponding sanction, subject to compliance with the following criteria, when applicable:

- i. the nature and seriousness of the violation;
- ii. the presence of intent by the CONCESSIONAIRE or its agents;
- iii. the resulting damage to ARTESP, the GRANTING AUTHORITY, the GRANTED SERVICE or the USERS;
- iv. the advantages obtained by the CONCESSIONAIRE as a result of the violation;
- v. the adoption of measures by the CONCESSIONAIRE to minimize the damage caused by the infraction;
- vi. the CONCESSIONAIRE's economic and financial situation, in particular its ability to honor financial commitments, generate revenue and maintain the execution of the CONTRACT;
- vii. the CONCESSIONAIRE's background.

3.3. The base amount of the fine, defined in the TABLE OF CLASSIFICATION OF INFRINGEMENTS or through the systematic of item 3.2, may be increased or reduced, due to the presence of aggravating and mitigating circumstances.

3.3.1. It is considered a mitigating circumstance:

- i. the recognition, within the deadline for presenting the defense, of the commission of the infraction object of the investigation, as well as its responsibility: reduction of 20% (twenty percent) on the base value established for the fine, provided that the CONCESSIONAIRE, after due administrative process, pay the fine spontaneously.

3.3.2. Aggravating circumstances are considered:

- i. the infraction was committed through fraud or bad faith: increase of 30% (thirty percent) on the base value established for the fine;
- ii. irreversible damages to the DELEGATED SERVICE and/or to USERS result from the infraction: increase of 30% (thirty percent) on the base value established for the fine.

3.3.3. Aggravating and mitigating situations cannot be recognized cumulatively, with the aggravating factors prevailing.

- 3.3.4. The effectiveness of the mitigation provided for in item 3.3.1 is subject to the suspensive condition corresponding to the spontaneous payment, by the CONCESSIONAIRE, of the fine calculated and applied at the end of the due administrative process. Exceeding the deadline established for the satisfaction of the fine, without its unconditional payment, will result in the disregard of the mitigating factor applied and in the adoption of the legal or contractual measures provided for the collection of the fine.
- 3.4. In the event of a fine, the CONCESSIONAIRE must make the payment within 30 (thirty) consecutive days counted from the final administrative decision, and the proof of payment must be presented in the records of the administrative sanctioning process within the same period. Failure to present proof of payment will lead to a claim against the insurer, without further action being necessary.
- 3.4.1. The CONCESSIONAIRE is fully aware that ARTESP may inform the respective insurer about the opening of an administrative sanctioning process, in order to ensure its possible right to indemnification, in compliance with the rules provided for in State Law No. 10,177/1998.
- 3.4.2. Failure to pay the fine eventually applied to the CONCESSIONAIRE within the time period established in this AGREEMENT shall result in the automatic incidence of default interest of 1% (one percent) a month and in the corresponding monetary adjustment according to the IPCA/IBGE, adjusted at *apro rata basis*, from its due date until the date of the effective payment. The pecuniary penalties eventually applied to the CONCESSIONAIRE must be collected in accordance with the current regulations, without prejudice to the registration of the defaulted debt in the state CADIN and in the Active Debt.
- 3.4.3. Failure to pay any fine due, under the terms and deadline set, will characterize serious misconduct, giving rise to the execution of the PERFORMANCE GUARANTEE, under the terms of Clause Thirty-two, without further measures being necessary.

4. TEMPORARY SUSPENSION OF THE RIGHT TO BIDDING AND PREVENTION TO AGREEMENT WITH THE DIRECT OR INDIRECT PUBLIC ADMINISTRATION OF THE STATE OF SÃO PAULO AND DECLARATION OF INABILITY TO BID OR HIRE WITH THE PUBLIC ADMINISTRATION

- 4.1. The suspension of the right to participate in bids and to AGREEMENT with the direct or indirect Public Administration of the State of São Paulo and the declaration of unsuitability to bid or AGREEMENT with the PUBLIC ADMINISTRATION may be applied, respecting the legal rules of competence, in the case of repeated practices of contractual or regulatory violations, as well as in the case of violations that cause serious harm to the public interest, in addition to the situations provided for in the applicable legislation and standards, especially those provided for in article 82 of State Law No. 6,544/1998, when lead to the decree forfeiture of the CONCESSION, also considering the following circumstances, with a view to guaranteeing the principles of reasonableness and proportionality:
- i. the nature and seriousness of the violation;
 - ii. the presence of intent by the CONCESSIONAIRE or its agents;

- iii. the resulting damage to ARTESP, the GRANTING AUTHORITY, the GRANTED SERVICE or the USERS;
 - iv. the advantages obtained by the CONCESSIONAIRE as a result of the violation;
 - v. the adoption of measures by the CONCESSIONAIRE to minimize the damage caused by the infraction;
 - vi. the CONCESSIONAIRE's economic and financial situation, in particular its ability to honor financial commitments, generate revenue and maintain the execution of the CONTRACT;
 - vii. the CONCESSIONAIRE's background.
- 4.2. The penalty of suspension of the right to participate in bids and to AGREEMENT with the direct or indirect Public Administration of the State of São Paulo will be applied for a period not exceeding 2 (two) years.
- 4.3. The declaration of ineligibility to bid or AGREEMENT with the Public Administration, while the reasons for punishment prevail or until rehabilitation is promoted before the very authority that imposed the fine.
- 4.3.1. The rehabilitation must be requested before the authority that applied the penalty and will be granted whenever the CONCESSIONAIRE reimburses the Administration for the resulting losses, provided that the period of 2 (years) of application of the sanction has elapsed.

5. PROCEDURE

- 5.1. The determination of infractions, application of penalties or any other measures restricting rights provided for in the AGREEMENT will be preceded by administrative processes, governed by State Law No. 10.177/1998, as well as following the rules established in this ANNEX, without prejudice to the application of the AGREEMENT and other ANNEXES, when applicable, ensuring the adversary system and the full defense.
- 5.1.1. The process for the application of the penalties shall be initiated with the notification of the CONCESSIONAIRE, properly grounded, when applicable, with a copy of the Inspection Statement containing the description of the deviation, indicating the deadline to submitting preliminary defense, pursuant to State Law No. 10,177/1998.
- 5.1.2. Any errors in the framing or in the indication of the applicable penalty by the inspection agent may be remedied within the scope of the administrative sanctioning process, with the CONCESSIONAIRE's defense period being returned, in case the remedy results in any new factual information.
- 5.2. It is possible to gather, in the same administrative sanctioning process, related cases involving infractions of the same type, in which case the eventual application of a penalty will consider the number of infractions committed.
- 5.2.1. In the event of cumulation of infractions with the same classification in the same

administrative sanctioning process, the verification of the mitigating and aggravating circumstances provided for in this ANNEX, if alleged in prior defense by the CONCESSIONAIRE, will be considered separately for infraction.

- 5.2.2. Having verified the occurrence of attenuating and/or aggravating circumstances for only one or part of the determined infractions, ARTESP may apply penalties separately.
- 5.3. If the PERFORMANCE GUARANTEE in force is in the form of guarantee insurance, the GRANTING AUTHORITY may, at its discretion, bring to the notice of the insurer the opening of a sanctioning administrative proceeding.
- 5.4. Cited by receipt or by electronic means, the CONCESSIONAIRE will be required to present a defense within the period provided for in article 63, item III, of State Law No 10.177/1998, instructing it with the evidential elements it deems convenient.
 - 5.4.1. The CONCESSIONAIRE's request to produce evidence will only be considered, pursuant to article 63, item IV, of State Law No 10.177/1998, if the CONCESSIONAIRE, in its defense, specifically indicates which evidence it intends to produce, its purpose, and the justification for the probationary delay.
- 5.5. If the reasons presented by the CONCESSIONAIRE are not accepted, or after the legal term has elapsed without the presentation of a defense, and concluding by the occurrence of a contractual violation, the applicable sanction will be applied, summoning the CONCESSIONAIRE.
 - 5.5.1. The subpoena on the application of penalties will be made by written notification, receipt or sent electronically.
 - 5.5.2. The CONCESSIONAIRE shall keep updated with ARTESP the electronic address through which it will receive any citations, notifications, subpoenas or communications related to this AGREEMENT, adopting the working day immediately following the sending of the electronic communication as the initial term for counting deadlines.
- 5.6. In the event of any penalty imposed by ARTESP, an appeal may be made, within 15 (fifteen) business days from the receipt of the subpoena by the CONCESSIONAIRE, once, directly to the hierarchically superior authority, within the scope of ARTESP, to which the decision was issued, observing the provisions of articles 40 and 47, §2, both of State Law No. 10,177/1998.
 - 5.6.1. The term provided for in the item 5 and 6 applies to reconsideration requests, which may be submitted only once, and exclusively in the cases provided for in Article 42 of State Law No. 10.177/1998.
- 5.7. Compliance with the penalties imposed by ARTESP does not exempt the CONCESSIONAIRE from faithful compliance with the obligations and responsibilities set forth in this AGREEMENT and ANNEXES, as well as from repairing any losses and damages caused to ARTESP and the GRANTING AUTHORITY, its employees, USERS or third parties, as a result of activities related to the CONCESSION.
- 5.8. Unless specifically specified, the terms will be counted consecutively excluding the day of the

beginning and including the day of maturity, and the maturity of the term on a day when there is no time at the supervisory body will cause its extension to the first subsequent business day.

5.8.1. Except in the cases expressly provided for in the Concession AGREEMENT, the terms only start and expire on working days in the body or entity.

5.8.2. The period is considered to be extended until the first subsequent business day if, on the due date, the business hours are closed before normal hours.

5.8.3. Deadlines per hour will be counted from minute to minute.

6. FINE AMOUNTS

Table I
Definitions of the Groups

Groups	Fine Amounts
I	BRL 51,712.19
II	BRL 258,560.90
III	BRL 465,409.64
IV	BRL 620,546.18

Table II
Penalty Classification Levels

Level	Penalty Classification
A	50% of the Fine Amount
B	10% of the Fine Amount
C	30% of the Fine Amount
D	50% of the Fine Amount
E	75% of the Fine Amount
F	100% of the Fine Amount

7. INFRINGEMENT CLASSIFICATION TABLE

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
7.1. Services Corresponding to Operational Duties				
7.1.1. Implementation				
a. Collection Control System				
1.	Do not implement a digital and physical FF PLATFORM for payment of the toll fee, according to terms and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	III	F	By GANTRY
2.	Do not implement the Systems/Equipment that make up the GANTRY, preventing the operation of the GANTRY, observing the rules established in the AGREEMENT, ANNEXES and APPENDICES.	IV	F	By GANTRY
3.	Do not readjust or update the technology of the Systems and Equipment that make up the FF Platform, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	III	D	By GANTRY
4.	Do not readjust or update the technology of Systems and Equipment that make up the FF Platform, preventing the operation of the FF Platform, in compliance with the rules established in the AGREEMENT, ANNEXES and APPENDICES.	III	F	By GANTRY
5.	Do not implement Automatic Payment (AVI), part of the Collection Control System, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	III	B	By GANTRY
6.	Do not implement Automatic Payment (AVI), part of the Collection Control System, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES, preventing the operation of the payment method.	III	D	By GANTRY
7.	Do not implement Automatic Payment (AVI), part of the Collection Control System, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	By GANTRY
8.	Do not readjust or update Automatic Payment (AVI) technology, part of the Collection Control System, in compliance with the rules established in the AGREEMENT, ANNEXES and APPENDICES, preventing the operation of the payment method.	II	D	By GANTRY
9.	Failure to partially or fully implement the Violation Control, part of the Collection Control System, according to deadlines and stages of the established schedules and in	III	D	By GANTRY

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	accordance with the AGREEMENT, ANNEXES and APPENDICES			
10.	Do not readjust or update Violation Control technology, part of the Collection Control System, partially or in full, in compliance with the rules established in the AGREEMENT, ANNEXES and APPENDICES.	III	D	By GANTRY
11.	Not to approve and certify, in part or in full, the Toll Information System - TIS, in accordance with the deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	III	E	By GANTRY
12.	Do not implement equipment of the "fixed radar" type, duly authorized by the DER for the start of operation, on the tracks where there is automatic control of collection, according to the deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	By Lane
13.	Do not implement non-metrological equipment to capture toll evasion, duly authorized and approved by the DER for the start of operation, on the lanes where there is automatic collection control, according to the deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	By Lane
14.	Failure to comply with the standardization of all the requirements of the Control and Collection System defined by the GRANTING AUTHORITY and/or ARTESP, without impeding the operation and safety of the GANTRY, or interfering with the USER.	III	B	By Lane
15.	Failure to meet the standardization of all the requirements of the Control and Collection System defined by the GRANTING AUTHORITY and/or ARTESP, without impeding the operation and safety of the GANTRY, but there is interference with the USER.	III	C	By Lane
16.	Failure to comply with the standardization of all the requirements of the Control and Collection System defined by the GRANTING AUTHORITY and/or ARTESP, preventing the operation and safety of the GANTRY.	III	D	By Lane
17.	Not to approve, certify or revalidate the Collection Control system, according to standards determined by ARTESP and/or according to current legislation, in accordance with deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	III	B	By Lane
b. Weight Inspection Control System				

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
1.	Do not implement the Weigh-in-Motion System, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	III	B	In the test phase.
			C	In the deployment phase.
			D	Project phase
			E	Deployment not completed (0%).
2.	Do not re-adapt or update Weigh-in-Motion System Equipment technology, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	A	Failure to start on the established date.
			B	On non-essential equipment
			C	In essential equipment
			D	In the entire system
3.	Do not implement PGF equipment, such as Precision Dynamic Scale System, Leakage Controllers, Traffic Light System, Vehicle Height Controller, Electronic and Peripheral Equipment, according to deadlines and steps of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	III	B	In the test phase.
			C	In the deployment phase.
			D	Project phase
			E	Deployment not completed (0%).
4.	Do not readjust or update PGF Equipment System technology, such as: Precision Dynamic Scale System, Escape Controllers, Traffic Light System, Vehicle Height Controller, Electronic and Peripheral Equipment, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	A	Failure to start on the established date.
			B	On non-essential equipment
			C	In essential equipment
			D	In the entire system
5.	Do not re-adapt or update Weigh-in-Motion System Equipment technology, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	A	Failure to start on the established date.
			B	On non-essential equipment
			C	In essential equipment
			D	In the entire system
c. Speed Inspection Control System.				
1.	Failure to implement a Speed Control System (fixed speed control points / electronic speed bumps), duly approved by the GRANTING AUTHORITY, including the	III	B	In the test phase.
			C	In the deployment phase.

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	publication of the act in the Official State Gazette, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.		D	Project phase
			E	Deployment not completed (0%).
2.	Do not readjust or update Speed Control System technology (fixed speed control points / electronic speed bumps), according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	Per equipment.
3.	Not providing a Speed Control System (static speed meters), according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	Per equipment.
4.	Do not readjust or update Speed Control System technology (static speed meters), according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	Per equipment.
d. Radio Communication System				
1.	Failure to deploy Fixed Stations, Mobile Stations and Portable Stations, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES AND APPENDICES.	I	B	In the test phase.
			C	In the deployment phase.
			D	Deployment not completed (0%).
2.	Do not deploy Repeater Stations according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	In the test phase.
			C	In the deployment phase.
			D	Deployment not completed (0%).
e. Data Communication System				
1.	Do not implement the Weigh-in-Motion System, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	III	B	In the test phase.
			D	In the deployment phase.
			E	Project phase
			F	Deployment not completed (0%).
2.	Do not re-adapt or update Weigh-in-Motion System Equipment technology, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	D	For any equipment or System component
f. USER Communication System and Provision of RIGHT-OF-WAY Information				
1.		III	B	In the test phase.

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	Not to implement Fixed Type Variable Message Boards, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.		D	In the deployment phase.
			E	Project phase
			F	Deployment not completed (0%).
2.	Not to implement Fixed Type Variable Message Boards, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	D	Per equipment.
3.	Not to implement Fixed Type Variable Message Boards, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	C	In acquisition phase.
			D	Deployment not completed (0%).
4.	Not to implement Fixed Type Variable Message Boards, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	I	E	Per equipment.
5.	Do not implement the Weigh-in-Motion System, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	III	B	In the test phase.
			D	In the deployment phase.
			E	Project phase
			F	Deployment not completed (0%).
6.	Do not provide documentation or projects with the delimitation of the RIGHT-OF-WAY of the section of interest or not adequately guide the USER when passing on the necessary information for the correct authorization request for the implementation of works or services of third parties in RIGHT-OF-WAY	II	B	Per occurrence
g. Operational Control Center				
1.	Failure to deploy the OCC and its interconnection with the corresponding pieces of equipment, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES and APPENDICES.	III	B	In the test phase.
			D	In the deployment phase.
			E	Project phase
			F	Deployment not completed (0%).
2.	Failure to adjust or upgrade the technology of the Systems and Equipment that comprise the OCC, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES, APPENDICES.	II	E	For any equipment or System component
h. Traffic Monitoring System				

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
1.	Do not implement the Weigh-in-Motion System, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	In the test phase.
			D	In the deployment phase.
			E	Project phase
			F	Deployment not completed (0%).
2.	Failure to adjust or upgrade the technology of the Traffic Sensing System, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT.	II	F	For any equipment or System component
3.	Do not implement a Closed Circuit Television System - CFTV, according to the terms and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	In the test phase.
			D	In the deployment phase.
			E	Project phase
			F	Deployment not completed (0%).
4.	Do not readjust or update technology of the Closed Circuit Television System - CFTV, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	F	For any equipment or System component
i. System to Read and Decode Vehicle License Plates (OCR)				
1.	Failure to deploy the System to Read and Decode Vehicle License Plates, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	In the test phase.
			D	In the deployment phase.
			E	Project phase
			F	Deployment not completed (0%).
2.	Failure to adjust or upgrade the technology of the System to Read and Decode Vehicle License Plates, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES and APPENDICES.	II	D	In the entire system
j. Operating Vehicle Tracking System				
1.	Not implementing a Monitoring and Geopositioning System for Operational Vehicles, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	B	In the test phase.
			D	In the deployment phase.
			E	Deployment not completed (0%).
2.	Not implementing a Monitoring and Geopositioning System for Operational Vehicles, according to deadlines and stages of the established schedules and in	II	E	For any equipment or System component

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	accordance with the AGREEMENT, ANNEXES and APPENDICES.			
k. Initial Program - IP (Operation)				
1.	Failure to comply with the IP under the terms and frameworks established in the AGREEMENT, ANNEXES and APPENDICES.	II	A	Items that do not interfere with the operation of the system.
			B	Failure to deploy contractual subitems.
			D	Failure to deploy contractual items.
			E	Deployment not completed (0%).
7.1.2. Operation.				
a. Operation of the SAU System and provision of support to USERS in the ROAD SYSTEM				
1.	Time for the Winch to arrive at the place of service greater than 60 (sixty) minutes.	I	B	Up to 05 occurrences in the month
		I	D	Between 06 and 10 occurrences in the month
		I	F	Between 11 and 20 occurrences in the month
		II	C	More than 20 occurrences in the month
2.	Failure to observe the circulation time of the Traffic Inspection Service, according to deadlines and stages of the established schedules and in accordance with the Concession AGREEMENT, ANNEXES and APPENDICES.	II	C	Per occurrence
3.	Time of arrival of the Pre-Hospital Care Service (PHC) at the place of care greater than 20 (twenty) minutes.	I	D	Up to 05 occurrences in the month
		I	F	Between 06 and 10 occurrences in the month
		II	C	Between 11 and 20 occurrences in the month
		II	D	More than 20 occurrences in the month
4.	Time of arrival of the Mechanical Assistance Service at the place of service exceeding 60 (sixty) minutes.	I	C	Up to 05 occurrences in the month
		I	D	Between 06 and 10 occurrences in the month

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
		I	E	Between 11 and 20 occurrences in the month
		I	F	More than 20 occurrences in the month
5.	Failure to observe the arrival time of the Animal Apprehension Service at the place of service, according to deadlines and stages of the established schedules and in accordance with the Concession Agreement, Annexes and Appendices.	I	B	Up to 05 occurrences in the month
		I	D	Between 06 and 10 occurrences in the month
		I	F	Between 11 and 20 occurrences in the month
		II	C	More than 20 occurrences in the month
6.	Failure to observe the arrival time of the Fire Fighting Service at the place of service, according to deadlines and stages of the established schedules and in accordance with the Concession Agreement, Annexes and Appendices.	I	B	Up to 05 occurrences in the month
		I	D	Between 06 and 10 occurrences in the month
		I	F	Between 11 and 20 occurrences in the month
		II	C	More than 20 occurrences in the month
7.	Use the Pre-Hospital Care vehicles (PHC) for other purposes, different from those for which they were specified in the AGREEMENT, ANNEXES, APPENDICES or Technical Specification.	I	F	Per occurrence
8.	Keep employees or contractors without identification or with deteriorated or not visible identification.	I	B	Up to 03 employees
			C	Above 3 employees.
9.	Keep employees or contractors without uniforms or PPE, or PPE or in a poor state of repair.	I	B	Up to 03 employees
			C	Above 3 employees.
10.	Keep operational vehicles inoperative due to lack of collaborator.	II	B	Up to 03 vehicles
			C	Above 3 vehicles.
11.	Failure to comply with procedures provided for in the Technical Specification.	I	C	By procedure

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
12.	Keep the visual identity of the Rest Area and/or the SAU Station and/or the Operational Vehicle outside the standard authorized by ARTESP.	I	C	Per occurrence
13.	Failure to adopt appropriate measures regarding improper occupation, unauthorized buildings, advertising prohibited by law and the presence of street vendors in the RIGHT-OF-WAY and remaining areas.	II	C	Per occurrence
14.	Failure to comply with the technical, operational and administrative procedures described in the User Assistance Services Operations Manual (Traffic Inspection, towing, Pre-Hospital Care (PHC), Mechanical Assistance, Animal Apprehension and Fire Fighting) or the OCC Manual.	I	F	Per service
15.	Maintain SAU Station and/or Rest Area in disagreement with the provisions of the AGREEMENT, ANNEXES and APPENDICES.	II	D	Per inspection
16.	Not making available material resources necessary for the operation of the SAU System.	I	E	Per occurrence
17.	Keep remote service equipment (teleservice) of the SAU station inoperative or partially inoperative or without connection, without having a face-to-face attendant available, with an exclusive function, in the same location as the equipment.	I	E	Per occurrence
18.	Fill out the user service report, prepared by the OCC, with no information on details of the occurrence such as: service data or time or resources activated or measures taken in the service.	I	B	Per report
19.	Not providing human resources for face-to-face assistance 24 (twenty-four) hours a day, 07 (seven days a week), at temporary SAU stations.	I	B	Per SAU Post
20.	Do not provide periodic training, by a qualified professional or company, with a certificate of participation, on emergency signaling, programmed signaling, road operation, first aid, among others.	II	B	Up to 03 employees
			C	Above 3 employees.
b. Collection Control System Operation				
1.	Failure to meet the specifications contained in specific regulations referring to the Collection System.	II	D	By GANTRY
2.	Do not update, in the operating procedures manuals, standards and guidelines, according to ANNEX 5.	II	B	Failure to include within the specified deadlines.
3.	Develop activities to validate the information of the collection control system outside the physical facilities of the ROAD SYSTEM granted, in accordance with the AGREEMENT, ANNEXES and APPENDICES.	IV	F	For violation
c. Operation of the Inspection Control System – Weight.				

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
1.	Do not check vehicles subject to inspection by law, under normal operating conditions.	II	B	Above 60% to 90% of Vehicles
			C	From 30% to 60% of Vehicles
			D	Less than 30% of Vehicles
2.	Operate Weigh-in-Motion System in disagreement with design/procedure.	II	B	01 Scale.
			C	02 Scales.
			D	03 or more Scales.
3.	Failure to observe the Weighing time of 36 seconds in 85% of the cases considered for inspection purposes.	I	E	Up to 3 cases.
			F	Above 03 cases.
4.	Failure to observe the average Weighing time of 3 minutes in the remaining 15% of the cases considered for inspection purposes.	II	B	Up to 3 cases.
			C	Above 03 cases.
5.	Failure to observe the average Travel time in the Inspection Station of 2 minutes in 85% of the cases considered for inspection purposes.	I	C	Up to 3 cases.
			D	Above 03 cases.
6.	Failure to observe the average Travel time in the Inspection Station of 5 minutes in remaining 15% of the cases considered for inspection purposes.	II	B	Up to 3 cases.
			C	Above 03 cases.
7.	Not providing support and/or equipment and/or infrastructure for the operation of PGF and/or Mobile Weighing Station (PPM) and/or Weigh-in-Motion System, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	C	By PGF / Mobile Weighing Station (PPM) / Weigh-in-Motion System
8.	Maintain Dynamic Precision Scale with expired measurement (Infraction characterized by scale).	II	B	Per inspection
9.	Formation of a line on the shoulder or highway at the access way to the Weighing Station.	II	C	Taking partial actions.
			F	Failure to take any action.
10.	Do not operate in Remote Agent mode due to telemetry failure (system-characterized infraction).	II	D	Per occurrence
d. Operational Control Center Operation - OCC				
1.	Failure to comply with the technical, operational and administrative procedures described in the OCC Operation Manual referred to in the REQUEST FOR BIDS.	I	F	Per procedure
2.	Do not provide or provide information to USERS inappropriately, through equipment available in the	II	C	Per occurrence

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	ROAD SYSTEM and interconnected to the OCC in real time.			
3.	Coordinate extraordinary events, through the CCO, that involve special operations of any nature in the ROAD SYSTEM, in disagreement with the OCC Operations Manual.	II	C	For violation
4.	Failure to provide on the OCC a database with "online" and "real time" operational information of the highway system, including user support, toll, inspection and conservation and attendance to USERS systems.	II	C	Per occurrence
5.	Failure to provide at the OCC the Operation Procedures Manuals referred to in the REQUEST FOR BIDS, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES and APPENDICES.	I	D	Per occurrence
6.	Keep employees or outsourced with no identification.	I	A	Up to 2 employees
			B	3 employees.
			C	Above 3 employees.
7.	Keep employees or contractors without uniforms or PPE, or PPE or in a poor state of repair.	I	A	Up to 2 employees
			B	3 employees.
			C	Above 3 employees.
e. Services for the development and deployment of extraordinary and emergency operational schemes				
1.	Failure to adopt an operational scheme previously approved by the Agency to address the increased demand during special events, aiming to ensure that the offer of capacity of the System is compatible, according to special characteristics of the demand.	II	C	Per operating scheme
2.	Failure to submit in advance to the Agency for its review the special operational scheme to be adopted.	I	E	Per operating scheme
3.	Failure to adopt an appropriate special operational scheme, planning in advance for solutions to avoid the collapse of the installed capacity in the system, under the terms established in the AGREEMENT, ANNEXES and APPENDICES.	II	C	Per operating scheme
4.	Failure to adopt reasonable measures to the conclusion of agreements with entities and agencies responsible for traffic operation, seeking to allow joint actions when necessary.	I	E	For violation
5.	Failure to adopt a suitable operational scheme to address emergency situations, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES and APPENDICES.	II	C	Per operating scheme

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
f. Support services for traffic inspection and for the application of fines to violators				
1.	Not offering the material resources necessary to support traffic inspection, such as those necessary for: vehicle weighing, technical analysis for event authorizations in the ROAD SYSTEM, transport of exceptional loads and provision of material resources to traffic police, in accordance with terms and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	C	For violation
2.	Not offering the material resources necessary to support traffic inspection, such as those necessary for: vehicle weighing, technical analysis for event authorizations in the ROAD SYSTEM, transport of exceptional loads and provision of material resources to traffic police, in accordance with terms and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
3.	Failure to offer support for the inspection and application of fines to violators related to vehicle inspection, verification of documents, verification of ICMS, halting of vehicles and cargo thefts and other actions, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES and APPENDICES.	II	C	For violation
4.	Failure to offer support for the inspection and application of fines to violators related to vehicle inspection, verification of documents, verification of ICMS, halting of vehicles and cargo thefts and other actions, according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
g. Compliance to the sending of information and the recommendations of the Inspection				
1.	Failure to comply with the recommendations regarding Systems/Equipment made by ARTESP, based on audits, within the established time limit, provided that they have been previously discussed with the CONCESSIONAIRE and can be classified within the terms established in the AGREEMENT, ANNEXES and APPENDICES.	II	C	For violation
2.	Not providing credible or correct information, statements and/or reports, within the required period, that allow the monitoring of data referring to the services corresponding to the operational functions, as established in the AGREEMENT, ANNEXES and APPENDICES.	II	C	For violation
3.	Failure to present, within the time limit established by the GRANTING AUTHORITY, answers to correspondence (letters, circulars and e-mail), additional or complementary information.	I	C	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
4.	Do not send reports and/or information necessary for the calculation of PERFORMANCE INDICATORS, under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	F	For violation
5.	Provide untrue or incorrect reports and/or information for the calculation of PERFORMANCE INDICATORS, under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	B	For violation
h. Guidelines.				
1.	Failure to comply with requests, planning, guidelines, rules, design instructions, specifications, standards, regulations, index and/or parameters, according to deadlines and steps of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	II	F	For violation
2.	Failure to present, within the time limit established by ARTESP, additional or complementary information formally and reasonably requested by it, and that does not represent significant additional burden to the CONCESSIONAIRE.	I	E	Per request.
i. Maintenance.				
1.	Do not carry out the cleaning and/or conservation and/or maintenance necessary for the proper functioning of the SAU, PGF, Toll, Scale or Rest Area.	I	B	Up to 03 items
			C	Above 03 items
2.	Maintain a Collection System and other integral systems (MIP, FF Platform, system, etc. or any other that may be adopted) with less than 100% operability (infraction characterized by GANTRY or system).	II	B	If it fails to take further action to restore the full operation within 2 hours from the onset of the failure, damage, problem, etc.
			C	If it fails to take further action to restore the full operation within 5 hours from the onset of the failure, damage, problem, etc.
			F	If it fails to restore the full operation within 24 hours from the onset of the failure, damage, problem, etc.
3.	Maintain uncharacterized operational vehicles, with worn characterization, unidentified or in a poor state of conservation that compromises the adequate provision of services or in violation of traffic regulations.	II	B	Up to 2 Vehicles.
			C	3 Vehicles.
			D	4 or more Vehicles.
4.	Keep equipment or operating materials or operational vehicle signaling out of date, worn out or in a poor state of repair.	I	B	Per Vehicle

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
5.	Do not provide a reserve vehicle in the quantities and types that meet the need to maintain the quality and continuity of SAU services in the ROAD SYSTEM.	II	D	By light vehicle (IT/APH/Animal Seizure)
			F	By heavy vehicle (GL/GM/GP/Pipa)
6.	Do not exchange a traffic inspection vehicle or mechanical rescue vehicle within the deadlines provided for in the AGREEMENT and ANNEXES, depending on the type of vehicle.	IV	B	Per Vehicle
7.	Do not change ambulances or light winches within the deadlines set out in the AGREEMENT and ANNEXES, depending on the type of vehicle.	IV	D	Per Vehicle
8.	Do not exchange an irrigation truck, trailer for the seizure of large animals or heavy winches within the deadlines provided for in the AGREEMENT and ANNEXES, depending on the type of vehicle.	IV	F	Per Vehicle
9.	Keeping System of Collection and other integral systems (MIP, CCA, or other that is to be adopted) with operability less than 100%. (Infraction characterized by TOLL PLACE or by system).	II	B	Within 2 (two) hours from the start of the fault, damage, problem, etc.
			C	Within 5 (five) hours from the start of the failure, damage, problem, etc.
			F	Within 24 (twenty-four) hours from the start of the failure, damage, problem, etc.
10.	Radiophony System (Fixed, Mobile and Portable Stations) inoperative for a continuous period longer than 24 hours.	I	D	Per equipment.
11.	Radiophony System (Repeater Stations) inoperative for a continuous period longer than 24 hours.	I	F	Per Station
12.	Failure to fully and simultaneously meet all the contractually established requirements for the Radiophony System.	II	C	For violation
13.	Not inform ARTESP, within 2 (two) hours, of any equipment, system or functionality failure that compromises the operability of the data transmission system or the operational system on the highway.	II	B	Per equipment, system or functionality
14.	Data Transmission System Equipment or Functionality remains inoperative for a continuous period longer than 24 hours.	II	D	Per equipment or functionality
15.	Failure to fully and simultaneously meet all the contractually established requirements for the Radiophony System.	II	C	For violation
16.	Not inform ARTESP, within 2 (two) hours, about alterations or failures in equipment and/or systems of the CCO.	II	B	Per Equipment / System:

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
17.	Equipment or functionality of the OCC inoperative for a continuous period.	II	C	Downtime for a continuous period longer than 48 hours, up to 96 hours
			D	Downtime for a continuous period longer than 96 hours
18.	Fixed-type Variable Message Panel, inoperative for a continuous period (per equipment).	I	C	Continuous downtime greater than 96 hours, up to 160 hours
		I	D	Continuous downtime greater than 160 hours
19.	Variable Message Panel, mobile type, inoperative for a continuous period longer than 72 hours.	I	D	Per equipment.
20.	Failure to fully and simultaneously meet all the contractually established requirements for the Variable Message Board System.	II	C	For violation
21.	Keep the Traffic Sensing System inoperative for a continuous period (per equipment).	I	C	Continuous downtime greater than 96 hours, up to 160 hours
		I	D	Continuous downtime greater than 96 hours, up to 160 hours
22.	Failure to fully and simultaneously meet all contractually established requirements for the Traffic Sensing System.	II	C	For violation
23.	Traffic Monitoring System by CFTV inoperative for a continuous period (per equipment).	I	C	Continuous downtime greater than 96 hours, up to 160 hours
		I	D	Continuous downtime greater than 96 hours, up to 160 hours
24.	Failure to fully and simultaneously meet all contractually established requirements for the Traffic Sensing System by CFTV.	II	C	For violation
25.	Keep the Weighing-in-Motion System Leakage Control, Dynamic Scale or Weighing Station inoperative, with defective detector or emission of images without sharpness.	II	C	Per occurrence
26.	Keeping inoperative traffic light or set of signs of the weighing system in motion to direct the Weigh Station into or within the weighing station.	I	C	Per occurrence
27.	Keeping inoperative or defective the peripheral equipment installed in the weight control room, responsible for the identification of infringing vehicles, including video terminals, printers and others.	I	F	Per occurrence
28.	Keeping an inoperative height detector.	I	C	Per occurrence

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
29.	Keeping an inoperative USER information sign, after weighing.	I	C	Per occurrence
30.	Keep the Operational Vehicles Monitoring and Geopositioning System inoperative.	I	E	Up to 03 vehicles
			F	4 or more Vehicles.
31.	Keeping the System to Read and Decode Vehicle License Plates inoperative.(Infraction characterized by equipment).	I	B	If it fails to take any actions to restore the full operation within 4 hours.
			C	If it fails to present a plan within 12 hours to restore the full operation.
			D	If it fails to restore the full operation within 5 days.
32.	Failure to comply with the determinations on systems/equipment made by ARTESP, or published through Technical Specifications or official documents, provided that such determinations fall within the terms established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	By unfulfilled determination
33.	Maintain a Communication System with the USER with less than 90% operability.	II	C	Less than 90% uptime to 80%, based on call tests performed in the field
34.	Maintain a Communication System with the USER with less than 90% operability.	II	D	If less than 80% to 70% of calls made by inspection are classified as adequate
35.	Maintain a Communication System with the USER with less than 90% operability.	II	E	If less than 70% of calls made by inspection are classified as adequate
36.	Failure to fully and simultaneously meet all the contractually established requirements for the Communication System with the USER.	III	C	For violation
37.	Keep the Traffic Sensing System transmitting untrue or incorrect information, out of calibration or lacking maintenance, in disagreement with the technical specifications and procedures established by ARTESP.	II	C	Per equipment.
7.1.3. Speed Control System (Fixed and Static)				
1.	Failing to send copies of the Verification Certificates issued by the competent body to DER and ARTESP within the terms and conditions stipulated by ARTESP (Infraction characterized by equipment).	II	D	Delay of up to 5 days
			E	Delay greater than 5 days

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2.	Failing to perform technical studies aimed at 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 changes established in technical studies presented
			D	Failure to meet deadlines for initial submission of technical studies
3.	Maintain a monthly rate of use of infraction records below the limit required by the GRANTING AUTHORITY and/or ARTESP and/or DER/SP, according to criteria established by it. (Fixed Speed Control Points: Penalties will be applied per monitored traffic lane. Speedometers of the “static” type: penalties will be applied per equipment).	III	D	Up to 5% below the limit
			E	Above 5% and up to 10% below the limit
			F	More than 10% below the limit
4.	Failure to meet the minimum daily operating time of the Speed Control System (fixed and/or static), as established by the AGREEMENT, ANNEXES and APPENDICES. (Fixed Speed Control Points: Penalties will be applied per monitored traffic lane. Speedometers of the “static” type: penalties will be applied per equipment).	III	D	If, during the period of 1 month, the sum of the daily downtime of the equipment is between 8 (eight) and 24 (twenty-four) hours
			E	If, during a period of 1 month, the sum of the daily downtime of the equipment 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 daily downtime of the equipment is equal to or greater than 48 (forty-eight) hours
5.	Send infringement 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 in a period of 1 month
			F	More than 30 occurrences of irregularities in a period of 1 month
6.	Failure to comply with the legal requirements of the competent bodies in the execution of maintenance actions of the equipment components of the Speed Control System (fixed and/or static).	III	F	Per noncompliance
7.	Failure 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 Official State Gazette, according to the schedule agreed with ARTESP (Infraction characterized	II	C	Delay of more than 03 and up to 10 days.
			D	Delay greater than 10 days

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	by a traffic lane to be monitored at the new location of implantation).			
8.	Insert erroneous information in the datacheck or in the name of the files of the infraction records, resulting in the improper issuance of infraction notices by the GRANTING AUTHORITY.	III	D	Up to 100 infraction notices improperly issued, in a period of 1 month
			E	From 101 to 200 infraction notices improperly issued, in a period of 1 month
			F	More than 200 infraction notices improperly issued, in a period of 1 month
9.	Failure to fully and simultaneously meet all contractually established requirements for the Speed Control System.	II	C	Per noncompliance
10.	Failure to comply with the monthly operating schedule of static-type speed meters, without observing the formal procedure defined by ARTESP.	II	B	In up to 03 operation sites during the month.
			C	From 04 to 10 points of operation during the month
			D	Above 10 operation sites during the month.
7.1.4. Signage and Safety Management				
1.	Failure to submit the Accident Reduction Program (ARP) within the time limits established by ARTESP.	II	B	Deliver it up to 7 (seven) days late
			C	Deliver more than 7 (seven) days up to 30 (thirty) days late
			F	Deliver more than 30 (thirty) days or fail to deliver the ARP.
2.	Deliver the Accident Reduction Program (ARP) incomplete or outside the Standard established by ARTESP.	II	E	Per report
3.	Failure to deliver the monthly follow-up of the Accident Reduction Program (ARP).	I	B	Deliver it up to 7 (seven) days late
		I	F	Deliver more than 07 (seven) days delay or not deliver
4.	Deliver the incomplete or non-standard monthly follow-up of the Accident Reduction Program (ARP) established by ARTESP.	I	F	Per monitoring report
5.		II	B	Deliver it up to 7 (seven) days late

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	Do not submit a road safety inspection report (RSI) within the deadlines established by ARTESP.		C	Deliver more than 7 (seven) days up to 30 (thirty) days late
			F	Deliver more than 30 (thirty) days or fail to deliver the ARP.
6.	Failure to reach the goals established in the ARP of the Concessionaire, according to deadlines and steps of the established schedules and in compliance with the ARTESP.	II	E	Per report
7.	Not carrying out the actions proposed in the Accident Reduction Program (ARP), according to the Schedule proposed by the CONCESSIONAIRE.	II	C	Perform with delay of up to 30 (thirty) days, or perform partially
			F	Not perform or perform it over 30 (thirty) days late.
8.	Failure to submit studies/technical report for the implementation of fixed speed control equipment, pedestrian crossings, bicycle paths, pavements and bus stop points in accordance with the terms and deadlines established in accordance with the AGREEMENT, ANNEXES and APPENDICES or within the period established by ARTESP.	II	B	Deliver it up to 7 (seven) days late
			C	Deliver more than 7 (seven) days up to 30 (thirty) days late
			F	Deliver more than 7 (seven) days up to 30 (thirty) days late
9.	Failure to submit a report on speed management and risk situations within the deadlines established by ARTESP.	II	B	Deliver it up to 7 (seven) days late
			C	Deliver more than 7 (seven) days up to 30 (thirty) days late
			D	Deliver more than 30 (thirty) days or fail to deliver the ARP.
10.	Deliver report on speed management and incomplete or non-standard risk situations established by ARTESP.	II	E	Per report
11.	Deliver studies/technical report for the implementation of fixed speed control equipment, pedestrian crossings, bicycle paths, pavements and incomplete or non-standard bus stop points established by ARTESP.	II	E	By study/report
12.	Failure to implement fixed speed control equipment, pedestrian crossings, bike paths, pavement and bus stop points accompanied by the respective signs provided for in the project within the deadlines established by ARTESP.	II	E	In the case of partial deploy, until the agreed date.
		II	F	Non-implementation (full) until the agreed date
13.		II	B	Deliver it up to 7 (seven) days late

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	Failure to present the complete signaling projects, auxiliary devices and/or continuous protection devices, in accordance with established terms and deadlines and in accordance with the AGREEMENT, ANNEXES and APPENDICES or schedule approved by ARTESP.		C	Deliver more than 7 (seven) days up to 30 (thirty) days late
			F	Deliver more than 30 (thirty) days or fail to deliver.
14.	Fail to implement the complete signaling projects, auxiliary devices and/or continuous protection devices, according to the steps of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	III	C	Partial implementation, until the agreed date, by schedule step
			F	Non-implementation (in full), until the agreed date, per schedule step
15.	Deploy signage, auxiliary device and/or protection device in disagreement with the project approved by ARTESP or, in case of approval exclusively by an accredited company, in disagreement with the applicable standards.	I	C	For detected non-compliance
16.	Failure to comply within the term defined in the AGREEMENT, in schedules, or expressly stipulated, the recommendations made by ARTESP, for carrying out actions, execution of services and/or implementation of elements necessary for road safety, demonstrated in records made by the Agency's inspection.	II	D	Partial noncompliance with ARTESP recommendations
			F	Full noncompliance with ARTESP's recommendations
17.	Present incomplete information, in disagreement with the reality of the facts, or in disagreement with the quality established in the AGREEMENT, or outside the stipulated period.	I	B	Per occurrence
18.	Do not repaint or reapply the horizontal signaling (ground painting), under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, whenever it is detected that the longitudinal horizontal signaling (border lines, axis, lines of continuity and others) has the retroreflectance index lower than that established in ANNEX 6, worn or indicated as inadequate to technical specifications, standards, manuals and contractual requirements by ARTESP's inspection. Evaluation by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer milestones.	I	C	Per infraction considered each segment
19.	Do not repaint or reapply the horizontal signage (ground painting), under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, whenever it is detected that the horizontal transversal signage - road markings (legends, symbols, pictograms, transverse strips, plumbing marks and others) has a retroreflectance index lower than that established in	I	B	Per Infraction considered each mark

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	ANNEX 6 or worn or indicated as inadequate to technical specifications, standards, manuals and contractual requirements by ARTESP's inspection. Evaluation by disabled road marking.			
20.	Do not replace, do not make the adjustments or do not replace, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, regulatory and/or warning sign board and/or warning signaling devices.	I	F	Per board/device unit
21.	Do not replace, do not make the adjustments or do not replace, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, any signage, except for regulatory and/or warning and/or warning signaling devices.	I	F	Per board/device unit
22.	At construction sites, do not exceed, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, the inadequacies in vertical signage (ground and aerial) regarding cleaning, retroreflectance, signage in disagreement with manuals and/or standards and/or specifications, absence of signage, damage, wear, depredation or vandalism.	I	F	Per board/device unit
23.	Deploy signposts, hazard markers or alignment markers on a paved area characterized as a runway, including islands and fictitious beds, even in a neutral area. Infraction consummated in the act of finding.	I	C	Per unit of plate/marker implanted in paved area
24.	Do not implement, do not maintain, do not replace the identification of the ARTESP Registry (RA) and/or date of manufacture on the back of the plates that make up the vertical signage, according to ARTESP's specifications. Infraction consummated in the act of finding.	I	B	Per plate unit
25.	Do not remove, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, gantries and/or semi-ports in metallic structure or in any other structures that put the USER of the highway at risk.	I	F	Per unit
26.	Not to replace, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, the metallic frames and/or semi-ports supporting aerial vertical signaling boards.	I	F	Per unit
27.	Not implement, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, provisionally on the ground signs referring to vertical signage contained in removed metallic frames and/or semi-frames.	I	F	Per plate unit

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
28.	Not to implement, not to replace or not to replace, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, tacks, studs, beacons, delineators and delimiter cylinders, which complement the longitudinal horizontal signaling (border lines, axis, continuity lines and others). Evaluation by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer milestones.	I	C	Per infraction considered each segment
29.	Do not implement, do not replace or do not substitute, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, tacks, studs, beacons, delineators and delimiting cylinders, which complement the transversal horizontal signage - road markings (legends, symbols, pictograms, transversal strips, plumbing marks and others).	I	B	Per Infraction considered each brand
30.	Do not replace, do not substitute, do not repair or do not clean, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, the components that compromise the functionality of traffic lights and other components.	I	F	Per Focus group
31.	Failure to properly implement longitudinal horizontal signaling (board lines, axis, lines of continuity and others) in a constructed or resurfaced section of a highway released to traffic, contrary to the provisions of the CTB, and/or guidelines established in the signaling manuals or technical specifications. Evaluation by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer milestones. Infraction consummated in the act of finding	I	D	Non-Implementation - For infraction considered each segment
			C	Partial implementation - For infraction considered each segment
32.	Failure to properly implement horizontal transversal signage - Road Marks (legends, symbols, pictograms, transverse lanes, channel marks and others) in a constructed or resurfaced section of a highway released to traffic, contrary to the provisions of the CTB, and/or guidelines established in the signaling manuals or technical specifications. Evaluation by disabled road marking. Infraction consummated in the act of finding.	I	C	Non-Implementation - For infraction considered each mark
		I	B	Partial implantation - For infringement considered each mark
33.	Failure to properly implement, within the period stipulated in the AGREEMENT and annexes, a solution that allows better visibility of the horizontal signage, with a function similar to the retro-reflective tack, while the latter is not installed next to the longitudinal horizontal signage	I	D	Non-Implementation - For infraction considered each segment

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	(border lines, axis, Continuity lines and others) in a constructed or resurfaced section of a highway released to traffic. Evaluation by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer milestones. Infraction consummated in the act of finding.		C	Partial implementation - For infraction considered each segment
34.	Failure to properly implement, within the period stipulated in the AGREEMENT and annexes, a solution that allows better visibility of the horizontal signage, with a function similar to the retro-reflective tack, while the latter is not installed, next to the transversal horizontal signage - Road Marks (cross lanes), channel marks and others) in a constructed or resurfaced section of a highway released to traffic. Evaluation by disabled road marking. Infraction consummated in the act of finding.	I	D	Non-Implementation - For infraction considered each segment
			C	Partial implementation - For infraction considered each segment
35.	Failure to properly implement vertical signage on a constructed or resurfaced section of a highway released to traffic, contrary to the provisions of the CTB, and/or guidelines established in the signage manuals or technical specifications. Evaluated per unit of plaque not implanted and/or in disagreement with Standards and Manuals. Infraction consummated in the act of finding.	I	B	Per unit of plaque not implanted or implanted in disagreement
36.	Do not install, or install in violation of manuals, standards, specifications and annexes, traffic signs or devices for temporary use in stretches or places in scheduled works or in stretches or places with emergency conservation/maintenance services. Infraction consummated in the act of finding.	II	D	In case of partial deployment of signaling/devices
			E	In the case of implementation of signaling / devices in disagreement with standards, manuals, technical specifications and annex in the section considered
37.	Do not install traffic signs or devices for temporary use on stretches or sites undergoing scheduled construction work or on stretches or sites with emergency conservation/maintenance services. Infraction consummated in the act of finding.	II	F	In the case of non-implementation of signaling /devices on the considered section.
38.	Failure to comply with the guidelines, standards, specifications, regulations, indexes and parameters stipulated in the AGREEMENT, ANNEXES and APPENDICES.	II	F	For violation
39.	Do not perform cleaning of horizontal signage (painting the floor, tacks and studs), under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	Per activity / established regularity

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
40.	Do not carry out cleaning of vertical ground signage and aerial signs, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	Per activity / established regularity
41.	Do not perform cleaning of beacons, delineators and/or delimiter cylinders, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	Per activity / established regularity
42.	Not to previously communicate to ARTESP Educational Campaigns and/or Actions carried out with USERS.	I	B	Per campaign
43.	Do not keep complete and updated records, monthly, of signaling, auxiliary devices and continuous protection devices (applied individually for each type of record).	III	E	Per register
44.	Failure to evaluate, at the frequency stipulated in ANNEX 6, the retroreflectance indices of 100% of the ROAD SYSTEM's horizontal signage (including devices, side roads and exit and entrance loops), according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES. (Assessment means the work in the field until the presentation of the final report).	I	D	Not comply with the schedule
		II	D	Not meeting the AGREEMENT specifications
		II	D	Partial Assessment
			F	Do not evaluate within 30 (thirty) days of the deadline set in the schedule
45.	Failure to present the retroreflectance report of the revitalized horizontal signage, within the deadline and models defined by ARTESP.	II	C	Do not evaluate or partially evaluate
46.	Failure to evaluate, at the frequency stipulated in ANNEX 6, the retroreflectance indices of 100% of the ROAD SYSTEM's horizontal signage (including devices, side roads and exit and entrance loops), according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES. (Assessment means the work in the field until the presentation of the final report).	I	D	Not comply with the schedule
		II	D	Not meeting the AGREEMENT specifications
		II	D	Partial Assessment
			F	Do not evaluate within 30 (thirty) days of the deadline set in the schedule
47.	Failure to prepare or not present an evaluation report of road restraint devices and anti-glare device regarding compliance with current regulations when requested by ARTESP and/or not yet present a schedule for the execution of corrections according to deadlines and steps of the established schedules and in compliance with the AGREEMENT, ANNEXES and APPENDICES.	II	D	Submit incomplete
		II	F	Not submitting within the established deadline
48.	Failure to adapt or not implement longitudinal road restraint devices and/or anti-glare devices in risky locations and/or that do not comply with the specifications and standards contained in the relevant technical	II	F	Per infraction considered each segment

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	standards, according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES. Evaluation by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer milestones.			
49.	Failure to adapt or not implement longitudinal road restraint devices and/or anti-glare devices in risky locations and/or that do not comply with the specifications and standards contained in the relevant technical standards, according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Per Infraction considered each punctual device
50.	Do not file with ARTESP, between the 1st and 10th of November of each year, the annual schedule of routine maintenance services stipulated in ANNEX 6 (cleaning of horizontal signs, cleaning of vertical signs and warning signaling devices, delimiting devices, cleaning of plumbing devices, cleaning of temporary use devices and cleaning of traffic lights). AGREEMENT, ANNEXES and APPENDICES (Infraction characterized individually, with respect to each type of annual schedule).	I	D	File a delay of up to 30 (thirty) days
		I	F	Filing with a delay of more than 30 (thirty) days or not filing
51.	Failure to submit the first schedule of routine maintenance services within 30 (thirty) calendar days of signing the REMAINING SYSTEM TRANSFER TERM and/or the INITIAL TRANSFER TERM. (Infraction characterized individually, with respect to each type of annual schedule).	I	D	File a delay of up to 30 (thirty) days
			F	Filing with a delay of more than 30 (thirty) days or not filing
52.	Failure to file with ARTESP the monthly schedule of routine maintenance services stipulated in ANNEX 6, between the 1st and 10th of the month preceding the schedule (Cleaning of horizontal signs, Cleaning of vertical signs and warning signaling devices, delimiters, cleaning of plumbing devices, cleaning of temporary use devices and cleaning of traffic lights) (Infraction characterized individually, with respect to each type of programming).	I	B	File a delay of up to 7 (seven) days
			C	Filing with a delay of more than 7 (seven) days or not filing
53.	Do not file with ARTESP, between the 1st and 10th of November of each year, the annual schedule of retroreflectance assessment services for horizontal signage or vertical signage. (Infraction characterized individually, with respect to each type of annual schedule).	I	D	File a delay of up to 30 (thirty) days
			F	Filing with a delay of more than 30 (thirty) days or not filing
54.	Do not file with ARTESP the monthly schedule of services for evaluating the retroreflectance of horizontal signage or vertical signage. (Infraction characterized individually, with respect to each type of annual schedule).	I	B	File a delay of up to 7 (seven) days
			C	Filing with a delay of more than 7 (seven) days or not filing

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
55.	Do not recompose, or recompose in disagreement with the rules and manuals, the damaged horizontal signage (longitudinal and/or transversal), even if provisionally, according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES (measured by point of occurrence).	I	B	Per Infraction considered each point
56.	Do not remove or partially remove longitudinal horizontal signaling (border lines, axis, lines of continuity and others) conflicting or unnecessary according to the terms and deadlines established in AGREEMENT, ANNEXES and APPENDICES Evaluation by segments, each with a maximum extension of 1 kilometer, defined between two sequential kilometer milestones.	I	C	Per infraction considered each segment
57.	Do not remove or partially remove horizontal transversal signage – Road Marks (legends, symbols, pictograms, transversal strips, channel marks and others) that are conflicting or unnecessary, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES. Evaluation by disabled road marking.	I	B	Per Infraction considered each mark
58.	Use paint and/or other material not approved in Manuals and Standards for coverage of Longitudinal signage (border lines, axis, continuity lines and others). Evaluation by segments, each with a maximum length of 1 kilometer, defined between two sequential kilometer milestones. Infraction consummated in the act of finding.	I	C	Per infraction considered each segment
59.	Use paint and/or other material not approved in Manuals and Norms to cover Transverse Horizontal signage – Road Marks (legends, symbols, pictograms, transverse bands, channel marks and others). Evaluation by disabled road marking. Infraction consummated in the act of finding.	I	B	Per Infraction considered each brand
60.	Do not provisionally install vertical signage on the ground, according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, of regulation or warning until the definitive implementation of the Aerial Signaling.	I	F	Per plate unit
61.	Do not provisionally install vertical signage on the ground, according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, of regulation or warning until the definitive implementation of the Aerial Signaling.	I	F	Per plate unit
62.	Do not clean or paint the Plumbing Devices according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	Non-compliance with established activity / regularity
63.	Do not replace damaged prisms or segregators, according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	B	Per unit

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
64.	Do not clean or paint the Plumbing Devices according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	Non-compliance with established activity / regularity
65.	Do not replace or complement temporary use devices with low retroreflectance, deteriorated, damaged or absent, according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	B	Per device unit
66.	Do not clean the Traffic Light Signaling, according to the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	Non-compliance with established activity / regularity
67.	Not evaluating, within the period stipulated in the schedule of the Initial Intensive Program - IIP and/or the Initial Adequacy Program - IAP, the retroreflectance of 100% of the horizontal signage, according to the terms and deadlines established in AGREEMENT, ANNEXES and APPENDICES.	II	D	Partial Assessment
			F	Not Evaluate
68.	Not evaluating, within the period stipulated in the schedule of the Initial Intensive Program - IIP and/or the Initial Adequacy Program - IAP, the retroreflectance of 100% of the horizontal signage, according to the terms and deadlines established in AGREEMENT, ANNEXES and APPENDICES.	II	D	Partial Assessment
			F	Not Evaluate
69.	Present more than 5% of the longitudinal horizontal signaling (assessed per kilometer of signaling) verified every six months with a retroreflectance index with values lower than those established in the AGREEMENT, ANNEXES and APPENDICES.	II	F	By observation
70.	Present more than 5% of the horizontal signage - road marks (assessed by signage unit) verified every six months with a retroreflectance index with values lower than those established in the AGREEMENT, ANNEXES and APPENDICES.	II	F	By observation
71.	Do not maintain the minimum retroreflectance of the longitudinal horizontal signage without the need for repainting in the interval of less than one year, in the minimum percentages stipulated in the AGREEMENT, ANNEXES and APPENDICES. Evaluated on the total extension of the signaling and the repainting index obtained in the period of 12 months.	II	F	By observation
72.	Do not maintain the minimum retroreflectance of the longitudinal horizontal signage without the need for repainting in the interval of less than one year, in the minimum percentages stipulated in the AGREEMENT, ANNEXES and APPENDICES. Evaluated on the total number of marks and the repainting index obtained in the period of 12 months.	II	F	By observation
73.	Present more than 2% of vertical signage boards checked annually with a retroreflectance index with	II	F	By observation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	values lower than those established in ABNT's technical standards.			
74.	Failure to comply with the ROAD SYSTEM Intervention Plan (PISR), under the terms and deadlines established in ANNEX 5.	III	D	Partially comply with the approved Plan
			F	Not complying with the approved (full) Plan
			F	Do not present the plan and/or perform works that require PISR without authorization and/or prior approval from ARTESP
75.	Failure to submit documents and/or information requested by the ARTESP within the timeframes and models formally defined and/or by legislation.	I	B	By request.
76.	Present documents and/or reports with incomplete and/or inconsistent information, generating damage and/or delay in the execution of the inspection activities.	I	B	By document/report
77.	Perform services in periods different from those informed in the annual and/or monthly schedules, hindering and/or harming the inspection process.	I	B	By scheduled service
78.	Allow or not to adopt measures to prevent opening or modification of access without the proper authorization of the GRANTING AUTHORITY.	II	F	By access
79.	Failure to keep the RIGHT-OF-WAY limit in perfect order and location in accordance with the expropriation (analysis by segment with a maximum length of 1 kilometer, defined between two sequential kilometer marks, separated by direction, or by central bed, if any).	I	D	By segment
80.	Failure to ensure the integrity of the RIGHT-OF-WAY and remaining areas, taking all appropriate and necessary measures and actions to keep them in perfect order, without encroachment and properly fenced in with walls in urban or urbanized regions and fences or wire fences in rural areas (analysis by assessment segment with a maximum length of 1 kilometer, defined between two sequential kilometeric landmarks, separated by direction, or by median, if any).	II	D	By segment
81.	Do not send a monthly report with the updated registration of accesses, indicating the status of each one of them.	II	F	Per report
82.	Allow or not to act to prevent the occupation of the RIGHT-OF-WAY without the proper authorization of the GRANTING AUTHORITY.	II	F	By observation
83.	Allow or not to act to prevent the execution of works and/or services for the occupation of authorized RIGHT-	II	D	By observation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	OF-WAY, in disagreement with the project approved by the GRANTING AUTHORITY.			
84.	Allow or not to act to prevent the use of the RIGHT-OF-WAY in a way that is not consistent with its purpose.	II	F	By observation
85.	Failure to deliver the Operational Management Plan within the established period (Infraction characterized by plan).	III	F	Per occurrence
86.	Failure to deliver the revisions to the Operational Management Plan within the established deadline (Infraction characterized by revision).	III	F	Per occurrence
87.	Failure to carry out control and inspection actions for access to the RIGHT-OF-WAY under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	C	By non-conformity
88.	Do not perform the management of the RIGHT-OF-WAY under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	B	By non-conformity
89.	Do not perform actions to support ARTESP in guiding interested parties and receiving documentation for opening, regularization and/or readjustment of accesses under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	C	By non-conformity
90.	Failure to perform actions to support ARTESP regarding the Inspection of works and access services under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES	II	B	By non-conformity
91.	Not performing, in relation to the management of the occupation of the RIGHT-OF-WAY of the ROAD SYSTEM, the control and inspection actions of the RIGHT-OF-WAY under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	C	By non-conformity
92.	Not performing, in relation to the occupation management of the ROAD SYSTEM RIGHT-OF-WAY, actions to support ARTESP in guiding interested parties and/or receiving documentation for opening, implementation, regularization and/or readjustment of accesses or implementation request, regularization and cancellation of domain occupancy, under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
93.	Not perform, in relation to the management of the occupation of the ROAD SYSTEM RIGHT-OF-WAY, actions to support ARTESP regarding the Inspection of works and access services or in the right-of-way under the conditions and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	B	By non-conformity

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
94.	Not providing or not providing another ACCESS, even if provisional, in accordance with current legislation, to the authorized ACCESS holder during the execution of work/intervention that affects the access area.	II	F	by access
95.	Do not restore the authorized ACCESS, in accordance with current legislation, until the end of the term for completion of the work/intervention, when the work/intervention has affected the access area.	III	E	by access
96.	Do not execute the access closure determined by ARTESP within 10 working days.	II	D	Per noncompliance
97.	Forwarding of processes related to requests for opening/regulating/closing access in violation of current legislation.	I	D	Per noncompliance
98.	Failure to deliver/send ARTESP's communication to the interested party regarding the analysis of the request(s) and project(s) forwarded by ARTESP within 5 working days.	I	C	Per noncompliance
99.	Failure to deliver the access authorization(s) issued by ARTESP to the interested party, as well as a copy of the approved executive project(s) or fail to communicate the denial(s) and/or to deliver the justification(s) within 5 working days.	I	C	Per noncompliance
100.	Do not embargo work with unauthorized access, or in disagreement with the approved project.	II	F	By work
101.	Do not maintain an exclusive and permanent team to take care of non-delegated services, according to item 4.2.5.4 of Annex 5 of the AGREEMENT.	I	D	By non-conformity
102.	Not carrying out an inspection or not asking the interested party to deliver the "as built" within a maximum period of 10 days.	II	F	By observation
103.	Failure to adopt the necessary measures to regularize the ACCESSSES within a maximum period of 05 (five) years, according to Annex 5 of the AGREEMENT.	I	F	Per noncompliance
104.	Not making the expansion items compatible with the approved access project.	I	F	By non-conformity
105.	Send study or technical report to ARTESP without the Technical Responsibility Certificate – TRC from the person responsible for the study or project.	I	F	Per report
106.	Carry out additional charges from interested parties, in favor of the Concessionaire in order to analyze and/or instruct processes, opening and/or regularization of access.	I	C	Per charge made
7.1.5. Information Control Center				
1.	Failure to deliver the user and password pairs to ARTESP of the systems provided for in APPENDIX H, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	A	By System

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2.	Not providing access to the 0800 telephone system database of ANNEX 5 under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
3.	Failure to deliver the user and password pairs to ARTESP of the systems provided for in ANNEX 5, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	A	By System
4.	Failure to send the information provided for in the Information System of ANNEX 5 under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	A	For violation
7.2. Services corresponding to the Investment, Conservation and Maintenance Functions				
a. Studies and Projects				
1.	Do not submit a FUNCTIONAL PROJECT (when required), EXECUTIVE PROJECT and/or "As Built" documentation under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	Per violation and, in the case of Executive Project, per project subject
2.	Do not present a DISG document (Document Index Shipping Guide), under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
3.	Failure to submit the delivery schedule of the various phases of the EXECUTIVE PROJECT to ARTESP, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By schedule
4.	Failure to meet the deadlines for reviewing FUNCTIONAL PROJECTS, EXECUTIVE PROJECTS and/or "As Built" documentation, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	Per violation and, in the case of Executive Project, per project subject
5.	Not to present monthly controls of the operational performance observed in the last twelve sequential months to identify the service levels of the sections of the system according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	I	F	For violation
6.	Do not submit projects for capacity expansion and/or demand relocation solutions within a maximum period of three months.	I	F	Per project
7.	Failure to perform the standards and specifications for the GANTRIES of the ROAD SYSTEM under the conditions and deadlines set out in ANNEX 7.	IV	F	By GANTRY
8.	Failure to present the EXECUTIVE PROJECT of walkways, according to deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
9.	Failure to submit, within 15 days, the response to information requested by ARTESP concerning demands made by third parties.	I	E	Per request.
10.	Failure to obtain timely final approval of the FUNCTIONAL PROJECT documentation (when required) and/or "As Built" documentation, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
11.	Failure to present, within the time limit established by ARTESP, additional or complementary information formally and reasonably requested by it, and that does not represent significant additional burden to the CONCESSIONAIRE.	I	E	By request.
12.	Failure to submit to ARTESP, at least 180 (one hundred and eighty) days prior to the date of commencement of the improvement/enlargement works, all the elements and documents required for the issuance of the competent DECLARATION OF PUBLIC UTILITY and/or the DECLARATION OF SOCIAL INTEREST to the GRANTING AUTHORITY.	I	E	For violation
13.	Present the EXECUTIVE PROJECT - even when accompanied by the respective Certificate of Quality - that does not meet the current norms, contractual or legal dispositions, or that compromises the integrity and safety of the	I	E	For violation
14.	To present the EXECUTIVE PROJECT - even if accompanied by the respective Quality Certificate - in disagreement with the previously approved FUNCTIONAL PROJECT, without prior approval from ARTESP.	I	E	For violation
15.	Failure to present an EXECUTIVE PROJECT Quality Certificate, under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	F	For violation
16.	Failure to submit a Plan for Implementation and Development of EXECUTIVE PROJECTS in BIM (PD-BIM) in the terms and deadlines set forth in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
17.	Failure to comply with the guidelines for the development of EXECUTIVE PROJECTS in BIM modeling under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
18.	Failure to periodically update the BIM Models, based on the progress of the works under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
19.	Hide relevant information and/or fail to correct operational problems of the implemented systems and/or present false and/or incorrect information about the progress of	I	E	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	works and quality control in the electronic management systems and/or SIGGIS system and/or BIM model and/or "As Built" documentation, under the terms and deadlines set forth in the AGREEMENT, ANNEXES and APPENDICES.			
20.	Not to carry out digital monitoring of the progress of the works, through a topographic survey with 3D Scanner and aerial photo, under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
21.	Failure to submit slope monitoring report under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
22.	Do not submit an initial topographic survey of the system granted under the terms and deadlines set forth in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
23.	Failure to submit a study report for the adequacy of the drainage system under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
24.	Do not feed information into the CONCESSION's digital systems, under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	E	Per occurrence
25.	Do not feed information into the CONCESSION's digital systems, under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	E	Per occurrence
26.	Failure to comply with the schedule established in the PD-BIM, under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
27.	Carry out signage work with a project in disagreement with current regulations and/or technical manuals and/or ARTESP specifications.	I	C	For detected non-compliance
28.	Failure to complete the activities included in the PRE-CONSTRUCTION PERIOD as provided in the AGREEMENT and ANNEX 18 within the period of 18 months.			
b. Deployment and execution				
1.	Do not start or start with delay the implementation of works related to the EXPANSION WORKS, according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	III	F	By work
2.	Not concluding or concluding with delay the implementation of the works related to the IMPLEMENTATION WORKS, according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	IV	F	By work

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
3.	Failure to timely submit INVESTMENT PLAN under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	B	For violation
4.	Failure to keep an updated Investment Plan under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	B	Per violation
5.	Do not start implantation and/or adaptation of the SAU station according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	For violation
6.	Do not start implantation and/or adaptation of the SAU station according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	For violation
7.	Do not start implantation and/or adaptation of the SAU station according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	For violation
8.	Not start the implementation and/or adjustment of the FMP and/or monitored section of sidewalk according to the Physical-Executive Schedule in effect, respecting the milestones and stages that comprise it.	II	C	For violation
9.	Do not start implantation and/or adaptation of the SAU station according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	C	For violation
10.	Failure to conclude the implementation and/or adaptation of the Balance according to the Physical-Executive Schedule in effect, respecting the milestones and stages that comprise it.	II	C	For violation
11.	Do not start implantation and/or adaptation of the SAU station according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	C	By work
12.	Not start the implementation and/or adjustment of the FMP and/or monitored section of sidewalk according to the Physical-Executive Schedule in effect, respecting the milestones and stages that comprise it.	II	C	By work
13.	Do not start the resurfacing implementation according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	III	B	Per work
14.	Do not start the resurfacing implementation according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	III	D	Per work
15.	Do not start the resurfacing implementation according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	Per work

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
16.	Failure to complete the implementation of the footbridge, by count, within the period established in the AGREEMENT and according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it	III	D	Per work
17.	Do not 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	Per work
18.	Do not 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	Per work
19.	Do not start work for the implementation and/or adaptation of the Emergency Bay, within the period stipulated in the Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By work
20.	Do not start work for the implementation and/or adaptation of the Emergency Bay, within the period stipulated in the Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By work
21.	Do not start the work for the implantation of Paving, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	By work
22.	Do not start the resurfacing implementation according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	By work
23.	Do not start the work for the implantation of Shoulders, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	By work
24.	Do not start the resurfacing implementation according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	By work
25.	Do not start the work for the implementation of Rest Areas for Truck Drivers, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	By work
26.	Do not start the work for the implementation of Rest Areas for Truck Drivers, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	Per work
27.	Do not start work for the implementation of Stopping Areas for Exceptional Cargo and Dangerous Goods,	II	B	By work

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.			
28.	Do not start work for the implementation of Stopping Areas for Exceptional Cargo and Dangerous Goods, according to the current Physical-Executive Schedule, respecting the milestones and stages that constitute it.	II	B	By work
29.	Do not start the work for the implementation of Marginal Roads and/or Junction Devices, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that comprise it.	II	B	By work
30.	Do not start the work for the implementation of Marginal Roads and/or Junction Devices, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that comprise it.	II	B	By work
31.	Do not start the work for the implantation of Bus Stopping Stations according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	By work
32.	Do not conclude the work for the implantation of Bus Stopping Stations, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	By work
33.	Do not start the works for the implementation of Additional Lanes, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it.	II	B	By work
34.	Do not conclude the works for the implementation of Additional Lanes, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that constitute it	II	B	By work
35.	Do not start the work for the implementation of Junction Devices and Operational Redundancies, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that comprise it.	II	B	By work
36.	Do not start the work for the implementation of Junction Devices and Operational Redundancies, according to the Physical-Executive Schedule in effect, respecting the milestones and stages that comprise it.	II	B	By work

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
37.	Do not implement Public Lighting, under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	II	B	For violation
38.	Not to implement Cycle Paths and/or Pavements for pedestrians, under the terms and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	II	B	For violation
39.	Failure to implement the RIGHT-OF-WAY Occupation Management System under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	III	F	Per month of delay
40.	Failure to implement the Society's Integrated Digital Demand Management System (SISDEMANDA) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
41.	Not implementing the Integrated Digital Project Management System (SISPROJ) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
42.	Not implementing the Comprehensive Digital System of Surveys and Tests (SISSOND) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
43.	Failure to implement an Integrated Digital System for the Management of Technological Control and Quality of Works (SISQUALI) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
44.	Not implementing the CONCESSION's GIS Integrated Digital System (SIGIS) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
45.	Not implementing the Integrated Digital Works Monitoring System (SISOBRAS) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
46.	Not implementing the Integrated Digital Management System for Conservation Functions (SIGGECON) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
47.	Failure to implement an Integrated Digital System for the Registration of Road Inventory (SIR) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
48.	Failure to implement the CONCESSION's Electronic Asset Management System (SISATIVOS) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
49.	Failure to implement a Pavement Management System (PMS) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
50.	Not implementing the Electronic Management System for OAE and Walkways (SISOAES) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
51.	Failure to implement an Electronic Radar Data Management System (SIS-RAD) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
52.	Failure to implement an Electronic Radar Data Management System (SIS-RAD) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
53.	Failure to implement Electronic Weigh-in-Motion System (SISPESMOV) under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
54.	Start or resume the expansion and/or improvement works of the ROAD SYSTEM, in an area outside the RIGHT-OF-WAY, without the prior issuance of the Declaration of Public Utility and/or the Declaration of Social Interest, by the GRANTING AUTHORITY.	II	B	For violation
55.	Not presenting a Quality Certificate of Works, in accordance with the standards set forth in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
56.	Do not carry out work in accordance with the projects approved by ARTESP.	II	F	For violation
c. Guidelines.				
1.	Failure to comply with requests, planning, guidelines, rules, design instructions, specifications, standards, regulations, index and/or parameters, according to	II	F	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	deadlines and steps of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES.			
2.	Do not submit, within the period established by ARTESP, additional or complementary information, provided that it does not imply a significant additional burden for the CONCESSIONAIRE and that it is formally requested.	I	E	By request.
d. Repairs Determined by ARTESP				
1.	Not carry out or partially carry out the repairs and/or not regularize the non-compliance, when and in the manner determined by ARTESP, under the terms of the AGREEMENT and its ANNEXES 18, 6 and 7.	II	F	Per occurrence
e. Activities related to operational functions				
1.	Failure to present, within the time limit established by ARTESP, additional or complementary information formally and reasonably requested by it, and that does not represent significant additional burden to the CONCESSIONAIRE.	I	E	By request.
f. Special Arts Works				
1.	Do not start executing the Program for the conservation and maintenance of special works of art according to the Physical-Executive Schedule in force, respecting the milestones and stages that constitute it and/or ET-00.000.000-0- C21/002, or another ET that may replace it.	II	E	For violation
2.	Do not start executing the Program for the conservation and maintenance of special works of art according to the Physical-Executive Schedule in force, respecting the milestones and stages that constitute it and/or ET-00.000.000-0- C21/002, or another ET that may replace it.	II	E	For violation
g. Environment, Health and Safety at Work				
1.	Do not request environmental licenses and environmental authorizations within terms compatible with the terms for analyzing licenses established by State Decree No. 47,400 of 12/04/2002 and/or environmental legislation.	IV	D	For violation
2.	Start highway operation without requesting an Operating License.	IV	D	For violation
3.	Not implementing the Risk Management Plan for accidents with hazardous cargo.	III	C	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
4.	Failure to recover support areas (loan areas, disposal areas, construction sites, etc.) in the RIGHT-OF-WAY within the established period and in accordance with the schedule, and respective stages, established between the parties.	III	C	For each support area
5.	Failure to comply, within the appropriate period, with the requirements for obtaining the licenses and authorizations necessary for the exercise of all activities object of the CONCESSION, especially regarding the protection of the environment.	III	C	For violation
6.	Not forwarding requested documents and/or not providing information within the appropriate timeframes on environmental infraction notices, TCRA's trampling over fauna, disposal of solid waste, disposal of oils and greases, etc.	II	C	For violation
7.	Failure to prepare an Environmental Management System and/or an Occupational Safety, Hygiene and Health Management System and/or an Environmental Management Plan for Works and/or not carrying out Environmental Supervision of Works, within the deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
8.	Not implementing an Environmental Management System and/or an Occupational Safety, Hygiene and Health Management System and/or an Environmental Management Plan for Works and/or not carrying out Environmental Supervision of Works, within the deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	III	C	For violation
9.	Not recovering environmental liabilities under the terms, stages and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	IV	F	By environmental liability
10.	Do not request authorization for herbicide application on paved and/or coated areas.	III	C	By Authorization
11.	Violation applied for noncompliance with the established activity / regulation. Crash Barriers	IV	C	For violation
12.	Do not request and use a support area in the right-of-way, when established in the AGREEMENT.	IV	F	By support area
13.	Not adequately disposing of civil construction waste.	IV	F	For violation
14.	Do not install fauna passage structures, containment boxes for hazardous products, noise mitigation structures	IV	F	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	and other mitigating measures, as established in the ENVIRONMENTAL LICENSES, AGREEMENT, ANNEXES and APPENDICES.			
15.	Failure to implement an Environmental Management Plan for Works and Occupational Health and Safety and/or Environmental Supervision of Works, within the deadlines established in the AGREEMENT.	I	F	For violation
16.	Non-recovery of Health and Safety non-conformities and/or Environmental Non-conformities in accordance with the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
17.	Do not submit to ARTESP semi-annual monitoring reports, during the first three years of the AGREEMENT, according to the AGREEMENT, ANNEXES and APPENDICES.	III	E	Per report
18.	Do not submit to ARTESP semi-annual monitoring reports, during the first three years of the AGREEMENT, according to the AGREEMENT, ANNEXES and APPENDICES.	III	E	Per report
19.	Do not carry out a semi-annual evaluation, during the first three years of the AGREEMENT, of interested parties, through public consultation mechanisms according to AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
20.	Do not carry out a semi-annual evaluation, after the first three years of the AGREEMENT, of interested parties, through public consultation mechanisms according to AGREEMENT, ANNEXES and APPENDICES.	II	D	For violation
21.	Not submitting to ARTESP the Human Resources Policy according to the AGREEMENT, ANNEXES and APPENDICES, as well as implementing and maintaining it.	II	D	For violation
22.	Not meeting effluent release standards (when applicable) according to AGREEMENT, ANNEXES and APPENDICES.	I	C	For violation
23.	Failure to implement a compliant security code in compliance with the AGREEMENT, ANNEXES and APPENDICES.	I	C	For violation
24.	Do not carry out the identification, assessment and mitigation of impacts on the environment in cases of interventions outside the right-of-way and that are not licensed and/or authorized by competent bodies.	III	E	Per occurrence
25.	Not to carry out, if decided by ARTESP, any resettlement resulting from new investments within the scope of ORDINARY REVISIONS, or EXTRAORDINARY REVISIONS, according to AGREEMENT, ANNEXES and APPENDICES.	III	E	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
26.	Not carrying out specific studies related to environmental aspects, determined by ARTESP, or not implementing the measures established by the aforementioned specific studies, when environmental problems caused by activities performed by the CONCESSIONAIRE or companies contracted by it, such as harmful noise to neighboring communities, etc.	III	C	For violation
h. Pavement				
1.	Failure to preserve the surface conditions of the pavement, in accordance with deadlines and stages of the established schedules and in accordance with the AGREEMENT, by assessment segment with a maximum length of 1 kilometer, defined between two sequential kilometer milestones, separated by direction, or by construction site center, if any.	I	B	By valuation segment
2.	Failure to maintain the comfort conditions of the pavement surface, in accordance with deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES, per assessment segment with a maximum length of 1 kilometer, defined between two sequential kilometer milestones, separated by direction, or by median strip, if any.	I	B	By valuation segment
3.	Failure to maintain the comfort conditions of the pavement surface, in accordance with deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES, per assessment segment with a maximum length of 1 kilometer, defined between two sequential kilometer milestones, separated by direction, or by median strip, if any.	I	B	By valuation segment
4.	Failure to maintain the comfort conditions of the pavement surface, in accordance with deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES, per assessment segment with a maximum length of 1 kilometer, defined between two sequential kilometer milestones, separated by direction, or by median strip, if any.	I	B	By valuation segment
5.	Failure to maintain the comfort conditions of the pavement surface, in accordance with deadlines and stages of the established schedules and in accordance with the AGREEMENT, ANNEXES and APPENDICES,	I	F	By valuation segment

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	per assessment segment with a maximum length of 1 kilometer, defined between two sequential kilometer milestones, separated by direction, or by median strip, if any.			
6.	Not presenting, within 6 (six) months after the INITIAL TRANSFER TERM is signed, the Program with the deadlines for the execution of special conservation interventions of the various road segments of the lot.	I	F	For violation
7.	Do not present the special pavement conservation projects, in accordance with the standards and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	For violation
8.	Not submitting a Paviment Monitoring report under the conditions and deadlines defined in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Per report
i. Flexible Pavement;				
1.	Do not emergency repair pot, hole or detachment under the terms and deadlines established in AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
2.	Do not carry out the definitive repair with a pan cut, hole or detachment in the roadway, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
3.	Do not repair depression in the encounter of a work of art, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
4.	Do not repair depression or settlement of a small extent, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	C	By non-conformity
5.	Do not replace compromised or moderately compromised roadway cloth, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	For violation
6.	Do not seal cracks, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	B	For violation
7.	Not repairing a step between the roadway and paved shoulder or not, under the terms and deadlines	I	E	By non-conformity

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	established in the AGREEMENT, ANNEXES and APPENDICES.			
j. Rigid Pavement				
1.	Do not emergency repair pot, hole or detachment under the terms and deadlines established in AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
2.	Do not perform the definitive repair with clipping, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
3.	Do not repair depression in the encounter of a work of art, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
4.	Do not clean or reseal joints and cracks, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	B	For violation
5.	Do not repair broken edges and slabs, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	By non-conformity
k. Vegetable coating				
1.	Do not perform manual or mechanized pruning of the coating, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	E	For violation
2.	Do not perform manual or mechanized pruning of the coating, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	D	For violation
3.	Do not perform refining of the vegetal covering, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	C	For violation
4.	Not to perform weeding, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	B	For violation
5.	Not to keep firebreaks, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	C	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
6.	Not to perform weeding, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	B	For violation
7.	Not performing maintenance of trees and shrubs, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	B	For violation
8.	Do not perform cutting, pruning and removal outside the RIGHT-OF-WAY of trees and shrubs, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	E	For violation
9.	Do not perform cutting, pruning and removal outside the RIGHT-OF-WAY of trees and shrubs that represent a danger to road safety, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Due to non-compliance (tree/bush)
10.	Do not perform refining of the vegetal covering, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES, partially or totally.	I	C	By non-conformity
I. Cleaning				
1.	Do not remove and dispose of waste from operational and support facilities in an environmentally appropriate location, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	C	By non-conformity
2.	Do not remove garbage, solid waste, rubble or plant remains (eg branch, trunk, etc.) from the RIGHT-OF-WAY, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	By non-conformity
3.	Do not perform cleaning and sweeping of paved areas subject to deposition of debris, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	By non-conformity
4.	Do not perform paved median strip cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	By non-conformity
5.	Do not remove or bury dead animals within the lanes, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For non-compliance (dead animal)

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
6.	Do not remove or bury dead animals within the boundaries of the right-of-way, but outside the roadway, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	For non-compliance (dead animal)
7.	Do not perform general cleaning of channels and rivers, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
m. Erosion				
1.	Do not perform emergency services in cutting or landfill erosion, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	F	By non-conformity
2.	Do not perform definitive restoration of erosion in cut or fill, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	F	By non-conformity
3.	Do not implement a monitoring system for Slopes prone to Instability, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Per occurrence
n. Bus stops, monuments and public utilities				
1.	Failure to correct/regulate damage/breakdowns/bad condition, under the terms and deadlines set forth in the AGREEMENT, ANNEXES and APPENDICES.	I	D	By non-conformity
o. Graffiti				
1.	Do not remove graffiti, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
p. Lateral conformation				
1.	Do not perform lateral conformation for step removal and land regularization in the RIGHT-OF-WAY (lower level land) next to the side of the paved or unpaved shoulder, or between the shelter of the roadway and median strip or on the side of the cloverleaf loops or other road devices, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	By non-conformity
q. Platform Surface Drainage (considering the space between the cuttings and the embankment crest, including, regardless of the distance between the drainage element and the roadway)				
1.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2.	Not to repair or replace drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
3.	Do not perform lateral conformation whenever the unpaved side segment exceeds the height of the shoulder or the central refuge, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
4.	Do not perform desanding of containment basins, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
5.	Do not clear the drainage element, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
r. Surface Drainage Outside the Platform (considering the spaces outside the crest of the embankment or at the cuttings, exclusive)				
1.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
2.	Do not perform cleaning in the sections of the mountain range, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	For violation
3.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
4.	Do not clear the drainage element, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
s. Manholes, Galleries and Drains				
1.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
2.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
3.	Do not clear the drainage element, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
t. Collection Boxes				
1.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
2.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
3.	Do not clear the drainage element, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
u. Tunnel Drainage				
1.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	For violation
2.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
3.	Do not clear the drainage element, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
v. Hazardous Product Leakage Containment Boxes				
1.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
2.	Do not carry out a monthly inspection, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
3.	Do not carry out immediate transport of leaked materials to a qualified and licensed destination, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
4.	Do not clear the element, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
w. Fauna Crossings				
1.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2.	Do not manage vegetation in the dry part of the passage, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	By non-conformity
3.	Do not clear the drainage element, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	Per occurrence
x. Flexible devices				
1.	Do not perform, annually or at the request of ARTESP, an analysis of the ROAD SYSTEM to identify points that, due to any changes (interventions, VDM, accident incidence), no longer have the need for the existing device or start to need road contention devices of the flexible type to meet the criteria and guidelines established in the ABNT technical standards and other relevant standards in effect at the time.	II	F	Per occurrence
2.	Do not carry out the intervention (removal, relocation, adaptation or implantation) on the devices, taking into account the parameters established in the aforementioned standards, observing the useful life of the element.	III	F	Per occurrence
3.	Failure to carry out the intervention (removal, relocation, adaptation or implantation) on the devices on time after the finding pursuant to ANNEX 5.	III	D	For occurrence with delay of up to 7 (seven) days
		III	E	For occurrence with delay of more than 7 (seven) days
4.	Not providing immediate signaling (with cones, easels and tapes) of an element that poses a risk to the USER's safety and/or not providing for its removal, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Per occurrence
5.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	For violation
6.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	For activity partially carried out and/or for schedule not met
			F	Non-compliance with the activity
y. Concrete Barriers (Fixed and Mobile)				
1.	Do not perform, annually or at the request of ARTESP, an analysis of the ROAD SYSTEM to identify points that, due to any changes (interventions, VDM, accident	II	F	Per occurrence

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	incidence), no longer have the need for the existing device or start to need road contention devices of the flexible type to meet the criteria and guidelines established in the ABNT technical standards and other relevant standards in effect at the time.			
2.	Do not carry out the intervention (removal, relocation, adaptation or implantation) on the devices, taking into account the parameters established in the aforementioned standards, observing the useful life of the element.	III	F	Per occurrence
3.	Failure to carry out the intervention (removal, relocation, adaptation or implantation) on the devices on time after the finding pursuant to ANNEX 5.	III	D	For occurrence with delay of up to 7 (seven) days
		III	E	For occurrence with delay of more than 7 (seven) days
4.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	For violation
5.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	Partially carry out the activity and/or non-compliance with the schedule
			F	Non-compliance with the activity
6.	Do not provide immediate signaling (with cones, easels and tapes) of a damaged device that poses a risk to the USER's safety, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	In the case of partial deployment of signaling.
			F	In case of non-implementation (completely) of adequate signaling in the considered section
z. Anti-glare Devices				
1.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
2.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	Partial compliance with the activity and/or non-compliance with the schedule
		I	F	Non-compliance with the activity (in full)

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
3.	Failure to provide immediate signaling (with cones, easels and tapes) of devices that represent a risk to the safety of the USERS and/or failure to provide for their removal, in the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	II	D	In the case of partial deployment of signaling.
			F	In case of non-implementation (completely) of adequate signage in the considered section or of non-removal within the established period
aa. Partitions - Walls, Fences, Wire Fences and Nettings				
1.	Failure to execute the repair or replacement in the terms and deadlines established in the AGREEMENT, ANNEXES and Appendixes.	I	D	For violation
bb. Railing and balusters.				
1.	Failure to perform the protection of a damaged element within a maximum period of 24 (twenty-four), through signaling with cones, easels and tapes, and/or not completing the repair, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Per occurrence
2.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Per occurrence
3.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	For violation
cc. Impact Dampers and Road Restraint Device Terminals				
1.	Do not provide immediate signage of the location with cones, easels and tapes and/or replacement, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Per occurrence
2.	Do not perform general cleaning, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	D	Partial compliance with the activity and/or non-compliance with the schedule
		I	F	Non-compliance with the activity (in full)
3.	Do not perform repair or replacement of drainage elements, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	Per occurrence
dd. Structures.				

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
1.	Do not perform cleaning of internal drainage devices (drinpipes in lost boxes), under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	E	For violation
2.	Do not perform cleaning of external drainage devices (on the platform and access devices), under the terms and deadlines established in the AGREEMENT.	I	F	For violation
3.	Not to paint or galvanize metallic railings and balusters, under the terms and deadlines set forth in the AGREEMENT, ANNEXES and APPENDICES, ANNEXES and APPENDICES.	I	B	For violation
4.	Do not clean or paint surfaces exposed to traffic, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	B	For violation
5.	Do not correct the expansion joint under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	F	By non-conformity
ee. Buildings and Courtyards				
1.	Do not continuously carry out preventive maintenance and corrective maintenance in the buildings and operational and support yards in order to keep them in full operating conditions, under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	B	For violation
ff. Lighting				
1.	Not to substitute, replace or repair a lamp that is out, malfunctioning, burned out or absent under the terms and deadlines established in the AGREEMENT, ANNEXES and APPENDICES.	I	C	Per lamp
gg. Electrification				
1.	Failure to maintain the standard of conservation of high and low voltage lines, substations, transformers, motor generators and "No Break" systems compatible with the standard of the local electric energy concessionaire.	I	F	For violation
hh. Services Reports				
1.	Failure to deliver the Monthly Report of Routine Conservation Activities until the 10th business day of the month following the report's object under the terms and deadlines stipulated in the AGREEMENT, ANNEXES and APPENDICES.	I	C	Per report

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
2.	Failure to deliver the Annual Drainage Report under the terms and deadlines stipulated in the AGREEMENT, ANNEXES and APPENDICES.	I	C	Per report
3.	Failure to deliver the Annual Schedule of Routine Conservation Services until the 10th business day of November of the year preceding the schedule under the terms and deadlines stipulated in the AGREEMENT, ANNEXES and APPENDICES.	I	C	Per programming
4.	Do not deliver the Monthly Schedule of Routine Conservation Services until the 10th working day of the month that precedes the schedule under the terms and deadlines stipulated in the AGREEMENT, ANNEXES and APPENDICES.	I	C	Per programming
5.	Failure to deliver the Conservation/Emergency Maintenance Report within 24 hours after the emergency occurrences within the terms and deadlines stipulated in the AGREEMENT, ANNEXES and APPENDICES.	III	B	Per report
6.	Failure to submit the RADA within the deadline established by ARTESP.	III	D	Per report
7.	Failure to deliver the physical progress schedule before the start of the work or the rescheduling requested by ARTESP.	I	C	By schedule
8.	Do not submit monthly information on the environment and/or occupational health and safety, according to the AGREEMENT, ANNEXES and APPENDICES.	I	D	For violation
7.3. Obligations Related to Economic and Financial Aspects				
a. Failure to provide all information requested by ARTESP				
1.	Not presenting, until the 5th business day of each month, the Financial Cash Flow, in the terms required by ARTESP.	I	C	For violation
2.	Not submitting, until the 5th business day of each month, a spreadsheet demonstrating the “Management Investments Made”, under the terms required by ARTESP.	I	C	For violation
3.	Not submitting, until the 5th business day of each month, a collection report corresponding to the 2nd fortnight of the previous month, in the required terms and according to the document model provided by ARTESP.	I	C	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
4.	Not submitting, until the 5th business day of each month, a spreadsheet demonstrating the inspection fee, as well as a copy of proof of payments, under the terms required by ARTESP.	I	C	For violation
5.	Do not submit until the 5th business day of each month a demonstrative spreadsheet / ISSQN Calculation Report, under the terms required by ARTESP.	I	C	For violation
6.	Not submitting, until the 15th day of each month, a Financial Report (detailed information), in the terms required and according to the document model provided by ARTESP.	I	C	For violation
7.	Not presenting, until the 15th business day of each month, a copy of the payment slips and/or ISSQN deposit slips, under the terms required by ARTESP.	I	C	For violation
8.	Not submitting, until the 20th business day of each month, a collection report corresponding to the 1st fortnight of the previous month, in the required terms and according to the document model provided by ARTESP.	I	C	For violation
9.	Not submitting, until the 25th day of each month, monthly spreadsheets and balance sheets related to the items described below, in the terms required and according to models made available by ARTESP: <ul style="list-style-type: none"> a. Projection of traffic volume and revenue; b. Traffic volume and consolidated toll revenues; c. Taxes, fees and tributes; d. Operational Expenses; e. Expenses - Military Highway Police; f. Other operating and non-operating income; g. Financial Revenues; h. Financial Expenses; i. Intangibles/Investments; j. Fixed assets/Investments; k. Depreciation/Amortization (<u>intangible</u>); m. Capital Stock; n. Financing (third-party capital); o. Income statement without financing; p. Income statement with financing; q. Cash flow without financing (economic data); r. Cash flow with financing (economic data); s. Indirect Cash Flow (Economic Data). 	I	E	Per item not complied with
10.	Failure to submit by April 30 of each year financial statements for the year ended December 31 of the	I	F	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
	previous year, including the Management report, Annual Balance Sheet, Income Statement, Source and Application of Resources Table, balance sheet notes, opinion from the External Auditors and the Fiscal Council, if permanent or installed in the respective fiscal year, and list of assets, as required by ARTESP.			
11.	Not submitting until August 31 of each year Audited Report of the accounting situation including balance sheet, income statement corresponding to the semester ended on 06/30, under the terms required by ARTESP.	I	F	For violation
12.	Not presenting updated information on the CONCESSION's financial projections until March 31 and September 30, 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, under the terms required by ARTESP.	I	F	For violation
13.	Failure to present, within the time limit established by ARTESP, additional or complementary information formally and reasonably requested by it, and that does not represent significant additional burden to the CONCESSIONAIRE.	I	B	Per request.
b. Insurances.				
1.	Failure to submit certificates or new insurance policies, if any, with the amounts required in the AGREEMENT, at the expiration of the previous policy.	I	F	For undelivered certificate or policy
c. Warranties				
1.	Failure to submit letters of credit, government bonds, certificates or new insurance policies, if any, with the amounts required in the AGREEMENT, at the maturity of the previous policy.	I	F	By letter of guarantee, public debt bond, certificate or policy undelivered
d. Tariff Base				
1.	Charge TOLL RATES without approval or in amounts other than those set out in the AGREEMENT, ANNEXES and APPENDICES.	III	E	By GANTRY
e. Accounting Records.				
1.	Failure to keep the accounting records in accordance with the standards, procedures and specific rules, edited by competent accounting bodies/entities.	II	D	Per semester balance sheet
f. Inspection Fee				

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
1.	Failure to make payments on the dates and deadlines provided for in the AGREEMENT, ANNEXES and APPENDICES.	II	F	For violation
2.	Make payments with the lowest or below the percents of the application indicated in the AGREEMENT, or, yet, with the calculation basis below the Total Gross Revenue	II	F	For violation
7.4. Obligations Related to Institutional Matters				
a. CONCESSION Assets				
1.	Failure to keep up the inventory and registration of assets linked to the CONCESSION.	I	B	For violation
2.	Failure to submit a monthly report on the progress of the processes related to expropriation or imposition of administrative obligations, as well as ongoing negotiations for the acquisition of properties through direct negotiation.	I	A	For violation
3.	Não atender às disposições contratuais quanto à alienação de bens reversíveis.	I	F	For violation
4.	Not presenting the video-record type survey under the terms and deadlines defined in the AGREEMENT, ANNEXES and APPENDICES.	I	F	For violation
5.	Fail to transfer or neglect the transfer process, in favor of the Department of Highways of the State of São Paulo – DER/SP, of the domain and/or possession of the properties that became part of the ROAD SYSTEM.	II	D	For violation
b. Corporate Acts.				
1.	Failure to submit to ARTESP for its prior validation the transfer of the CONCESSION or of the corporate control of the CONCESSIONAIRE.	I	F	For violation
2.	Not submitting to ARTESP's prior and express authorization the practice of the acts indicated in the AGREEMENT as dependent on ARTESP's prior consent or to practice them in disagreement with the authorization granted.	I	F	For violation
3.	Not to report the practice of acts that depend on communication to ARTESP, within 05 (five) days after the consummation of the act, as established in the AGREEMENT, ANNEXES and APPENDICES.	I	B	For violation

ITEM	INFRACTION	ARTESP GROUP	ARTESP LEVEL	CLASSIFICATION
4.	Reducing the capital stock or acquiring its own shares, throughout the entire CONCESSION Period, without prior and express authorization of ARTESP	I	F	For violation
5.	Constitute as a guarantee of the contracted financing, the rights arising from the operation of the ROAD SYSTEM, without prior and express authorization from ARTESP or in disagreement with the authorization granted.	I	F	For violation
6.	To constitute as a guarantee of the contracted financing or as a counter-guarantee of operations linked to the fulfillment of the obligations arising from the AGREEMENT, the actions corresponding to the CONCESSIONAIRE's control, without the prior and express authorization of ARTESP, or in disagreement with the authorization granted.	I	F	For violation
c. Violations Related to noncompliance with the Performance Indicators set forth to in ANNEX 3				
1.	Recurrence of non-compliance in relation to 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 date of adjustment of the AGREEMENT, as indicated in the QUARTERLY REPORTS DETERMINATION OF THE CSP, according to the rules provided for in ANNEX 3.	IV	E	For violation
2.	Obtain a quarterly result of CSP Provided equal to or less than 50% (fifty percent) (CSP ≤ 50%), according to the rules of ANNEX 3.	IV	F	For violation
7.5 Expiry				
1.	Carry out an act that effectively leads to the declaration of expiry of the SPONSORED CONCESSION.	BRL 295,000,000.00		For violation