



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ANNEX V - PENALTIES AND INSPECTION SCHEDULE



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	GENERAL PROVISIONS	3
3.	WARNING	4
4.	FINE	4
5.	TEMPORARY SUSPENSION OF THE RIGHT TO BID AND BAN FROM TRANSACTING WITH THE DIRECT OR INDIRECT PUBLIC ADMINISTRATION OF THE STATE OF SÃO PAULO, AND DECLARATION OF INELIGIBILITY TO BID OR TRANSACT WITH THE PUBLIC ADMINISTRATION	8
6.	ABUSE OF ANIMALS	9
I.	cruelty: defined as any intentional act that causes unnecessary pain or suffering in animals, as well as intentionally causing continuous mistreatment of animals; and	Erro! Indicador não definido.
II.	abuse: defined as any intentional act, commissive or omissive, that result in the inappropriate use, improper, excessive, exaggerated, incorrect use of animals, causing physical and/or psychological damage.....	Erro! Indicador não definido.
7.	TABLE OF BREACHES	10
III –	Infraction for breach of contract whose effects last in time.	14

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

1. INTRODUCTION

- 1.1. The purpose of this ANNEX is to stipulate the contractual penalties, define infringing conducts, and the fines to which the CONCESSIONAIRE shall be subject, without prejudice to the possibility that a sanction might be applied in light of its failure to adhere to any other obligations established under the CONTRACT or the NOTICE, as permitted under Clause Forty-Three of the CONTRACT, and in the laws and regulations applying to the matter, which govern the CONCESSIONAIRE.
- 1.2. This ANNEX does not change the process of environmental inspection, as resulting from SMA Resolution no. 48/2014, or any updates thereto, which provides on the conducts constituting environmental violations, and its respective administrative penalties.
- 1.3. The application of penalties referenced in this ANNEX shall always adhere to the provisions of Clause Forty-Three of the CONTRACT, so that the GRANTING AUTHORITY shall always be allowed to, in addition to applying the appropriate penalty, demand the return of any amounts earned by the CONCESSIONAIRE, even by way of savings, as a result of the practiced qualified as a violation, thereby avoiding the CONCESSIONAIRE's unjust enrichment.

2. GENERAL PROVISIONS

- 2.1. For purposes of enforcing penalties, this ANNEX, the CONTRACT, especially its Clause Forty-Three, the NOTICE, and the other ANNEXES shall be observed, as well as the applicable legislation.
- 2.2. In the event that a given same conduct constitutes more than one violation, among those referenced hereunder, the penalty corresponding to the most specific violation shall apply, provided that a single conduct shall not be subject to the enforcement of an additional, more general penalty.
 - 2.2.1. In the event that a given conduct constitutes more than one violation, among those referenced in this ANNEX, and the infractions cannot be considered generic and specific among themselves, the penalties related to all the infractions committed will be enforced separately.
- 2.3. In case of violations that are proven to have resulted from force majeure events and/or acts of God, and/or renders a divergent conduct unenforceable, no penalty shall be enforced upon the CONCESSIONAIRE, as long as the event that is beyond the CONCESSIONAIRE's control and culpability is directly and immediately to blame for the act of infraction identified.
 - 2.3.1. If it is determined that the infraction would have occurred even if, hypothetically, the force majeure event and/or act of God had not happened, the penalty may be enforced upon the CONCESSIONAIRE.
 - 2.3.2. For purposes of enforcing penalties, the following definitions shall apply:
 - I. force majeure event and act of God: any event so defined under Brazilian Civil Law, which is deemed to be the direct, immediate cause of an infraction within the scope of the CONTRACT;
 - II. unenforceable divergent conduct: a situation that, albeit constituting an infraction according to the terms of this ANNEX or the CONTRACT, is not caused by fault of the CONCESSIONAIRE, which has diligently taken every action incumbent upon it to secure a different result, which shall be properly shown and unequivocally established in the due course.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

CASH PENALTIES

3. WARNING

3.1. A warning penalty may be imposed instead of a fine if a breach of contract is committed, with a minimum value stated in the Table of Breaches of 0.001% (one thousandth percent), provided that the following conditions are met:

- I. The CONCESSIONAIRE must submit a formal request for the issuance of a warning within the time limit set for presenting its defense in the administrative procedure, admitting the commission of the said breach;
- II. The CONCESSIONAIRE shall demonstrate that it has adopted the necessary measures to effectively remedy the breach, thereby ceasing the infraction by the date of the request;
- III. The CONCESSIONAIRE must show that it has taken the appropriate actions to prevent the recurrence of a similar breach;
- IV. The infraction shall not have caused material damages to the GRANTING AUTHORITY, the CONCESSION ASSETS, the USERS, and/or to the public service provided; and
- V. No recurrence shall have been identified, as defined in Clause 43.3 of the CONTRACT.

4. FINE

4.1. Fines shall be applied whenever the CONCESSIONAIRE infringes any provisions of the CONTRACT and the ANNEXES, according to the rules established hereunder, subject to the terms of Chapter VII of the CONTRACT.

4.2. The values of fines to be applied shall be estimated based on percentages levying on the highest of the following amount:

- I. REVENUES earned by the CONCESSIONAIRE and any of its wholly-owned subsidiaries, during the calendar year preceding the infraction that entailed enforcement of the penalty; or
- II. The REVENUE of the CONCESSIONARY estimated in the technical and economic viability (TEV) study for the contract year prior to the infraction that entailed enforcement of the penalty, considering the period already elapsed in the effectiveness of the CONCESSION CONTRACT, except for the first four years of the CONTRACT, period in which the estimated REVENUE in the TEV for the 4th (forth) year of effectiveness of the CONCESSION CONTRACT shall be considered.

4.3. Breaches of Contract are typified in the Table of Breaches in item 7 of this ANNEX.

4.3.1. The monetary value ranges listed in the Table of Breaches shall allow for valuation of the breach, upon application of the assessment criteria established in item 4.5.

4.3.2. Following valuation of the breach, based on the assessment criteria established in item 4.5, the value of the fine to be effectively paid can be determined, as well as the periodicity of its application, when relevant, based on the rules governing the specific category of the breach, as defined in item 4.6.

4.3.3. In instances where breaches are already included and described in the Table of Breaches, values of the respective fines shall have been stipulated proportionately to the correlated breach.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

- 4.4. In the event that the CONCESSIONAIRE fails to perform any obligation established in the NOTICE, the CONTRACT, or the ANNEXES, or adhere to all applicable laws and rules not referenced under the Table of Breaches, the fine shall be estimated according to the assessment procedure described in item 4.5 and the classification in item 4.6, referencing, when possible, the monetary value range and the breach category, as established in the Table of Breaches, that is most similar to the breach committed, but not covered in the Table.
- 4.4.1. For purposes of the estimation referenced in item 4.4, above, when no appropriate reference can be found for a breach among the descriptions in the Table of Breaches, the fine shall be calculated respecting the minimum and maximum values referenced in this ANNEX, subject to the criteria described in the subparagraphs of item 5.1 of this ANNEX.
- 4.5. The breach shall be valued, while applying the following assessment stages, based on the value ranges established in the Table of Breaches.
- 4.5.1. For breaches subject to gradation of value according to the duration of the delay, the criteria for the two assessment stages shall be evaluated a single time, and applied to each period of delay referenced in the Table to Breaches, based on the respective range of values, in a manner that is proportionately identical, so as to ensure that the breach value is situated for each period of delay, at the same proportional distance from the minimum and maximum levels of the respective range of values.
- 4.5.2. **First assessment stage:** in order to determine the base value within the range of values assigned to the breach in the Table of Breaches, damages caused by the breach – to the GRANTING AUTHORITY, the CONCESSION ASSETS, the USERS, and/or the service provided – shall be considered, as well as all amounts earned, whether directly or indirectly, by the CONCESSIONAIRE.
- 4.5.2.1. For breaches described in section “INFRASTRUCTURE REPURPOSING, ADAPTATION AND UPGRADING” of the Table of Breaches, during the first assessment stage to determine the fine value, any partial deliveries may be considered, in which case the base value shall be decreased proportionately to the portion of infrastructure delivered, which is effectively available and operational, both functionally and technically.
- 4.5.3. **Second assessment stage:** Once the base value has been defined, aggravating and mitigating circumstances are to be considered, if any, subject to the application of the respective increase or decrease percentile to the base value, which then results in a breach value.
- 4.5.3.1. The increase or decrease percentile to be applied to the base value shall result from the sum of all aggravating percentiles minus the sum of all mitigating percentiles.
- 4.5.3.2. The following are mitigating circumstances, which cause the base value of the fine to be applied to decrease:
- I. The fact that the CONCESSIONAIRE spontaneously comes before the GRANTING AUTHORITY to notify the occurrence of a breach that has not been identified by inspection, and acknowledges its responsibility: decrease of 50% (fifty percent) from the base value established for the fine, as long as the CONCESSIONAIRE, following due administrative proceedings pays the fine spontaneously, within the term established for its payment;
 - II. The admission, within the term for production of a defense, of the commitment of the breach assessed, as well as its responsibility: decrease of 20% (twenty percent) from

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

the base value established for the fine, as long as the CONCESSIONAIRE, following due administrative proceedings, pays the fine spontaneously;

- III. The contribution of external agents to the default, which influences the end result: decrease of 15% (fifteen percent) from the base value established for the fine; and
- IV. When consistent with the nature of the breach, the performance of spontaneous actions by the CONCESSIONAIRE, which cause the breach to cease and restore the conditions of the affected parties, within the term for production of a defense: decrease of 20% (twenty percent) from the base value established for the fine.

4.5.3.3. The following are aggravating circumstances, which shall cause the base value of the fine to be applied to increase:

- I. The fact that the breach was committed with fraudulent intent or in bad faith: increase of 30% (thirty percent) on top of the base value established for the fine;
- II. Failure to take alternate and/or mitigating actions, within the term and under the conditions recommended by the GRANTING AUTHORITY: increase of 20% (twenty percent) on top of the base value established for the fine;
- III. The fact that the breach was committed to facilitate or ensure execution, concealment, impunity or any advantage resulting from another breach: increase of 30% (thirty percent) on top of the base value established for the fine; and
- IV. The fact that the breach causes irreversible damages to the CONCESSION ASSETS and/or USERS: increase of 30% (thirty percent) on top of the base value established for the fine.

4.5.3.4. The following situations cannot be acknowledged, concurrently, as aggravating and/or mitigating circumstances:

- I. The mitigating circumstance referenced in subsection 4.5.3.2, item I, combined with the mitigating circumstance referenced in subsection 4.5.3.2, item II, in which case the former shall prevail;
- II. The mitigating circumstance referenced in subsection 4.5.3.2, item IV, combined with the aggravating circumstance referenced in subsection 4.5.3.3, item II, in which case the aggravating circumstance shall prevail;
- III. Any of the mitigating circumstances referenced in subsection 4.5.3.2, items I, II or III, combined with any of the aggravating circumstances referenced in subsection 4.5.3.3, items I or III, in which case the aggravating circumstance(s) shall prevail;

4.5.3.5. The mitigating circumstance referenced in subsection 4.5.3.2, item I, shall not apply to infractions qualified as “delay infractions”, which result from failure to adhere to schedules or dates objectively established in CONTRACT, the ANNEXES, and in plans submitted.

4.5.3.6. The effectiveness of mitigating circumstances referenced in items I and II of subitem 4.5.3.2 is subject to the suspensive condition consisting of spontaneous payment, by the CONCESSIONAIRE, of the fine estimated and applied at the end of the appropriate administrative proceeding, and the expiration of the term established for settlement of the fine, without its unconditional payment, shall entail nullification of mitigating circumstance as well as execution of all appropriate legal or contractual actions to collect the fine.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

4.5.4. The value of a recurring breach shall be incremented in case of recurrence by the CONCESSIONAIRE within a period of 3 (three) years, as defined in Clause Forty-Three of the CONTRACT, even if, on the date of the recurring infraction, no judgment has yet been issued for the first infraction, or even if no administrative proceeding has been instituted in view of enforcing sanctions, based on the following percentiles:

- I. First recurrence: increase of 25% (twenty-five percent) of the value of the fine;
- II. Second recurrence: increase of 50% (fifty percent) of the value of the fine;
- III. Third recurrence and following: increase of 100% (one hundred percent) of the value of the fine.

4.6. All breaches referenced hereunder are split into 3 (three) categories: (I) breaches for one-time breach of CONTRACT; (II) delay breaches; and (III) breaches for default of CONTRACT whose effects linger over time.

4.6.1. The **breaches for one-time breach** of CONTRACT denote instances where the CONCESSIONAIRE has defaulted with an obligation established by law, under the NOTICE, the CONTRACT or the ANNEXES, but the breach ends with the breach itself, producing no long-term effects, whereas no action is needed to stop the breach.

4.6.1.1. In this case, the GRANTING AUTHORITY shall institute the appropriate administrative proceeding in view of enforcing the sanctions, thereby notifying the CONCESSIONAIRE on the contractual default verified and informing the category of the breach among those listed in the TABLE OF BREACHES, as appropriate.

4.6.1.2. The breach value, estimated based on item 4.5, shall correspond to the value of the fine payable for each infringing conduct identified, whether by action or inaction.

4.6.2. The delay infractions denote a delay by the CONCESSIONAIRE in the performance of its obligations established by law, under the NOTICE, the CONTRACT or the ANNEXES, where the breach continues until the CONCESSIONAIRE executes the obligation in full, albeit late, thereby purging arrears.

4.6.2.1. In this case, without prejudice to the immediate institution of appropriate administrative proceedings in view of enforcing sanctions, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE so that it may proceed with the immediate execution of the defaulted obligation, further informing the category of the breach among those listed in the Table of Breaches, as appropriate. Failure to deliver said notification shall not exempt the CONCESSIONAIRE from its duty to remedy the delay.

4.6.2.2. The breach value estimated based on item 4.5 shall correspond to the value of the fine, for each full month of duration of the CONCESSIONAIRE's delay, whereas the fine shall be estimated by multiplying 1/30 (one thirtieth) of the breach value for each day that the CONCESSIONAIRE remains delinquent, counted as of the date when the obligation should have been performed.

4.6.3. Breaches of CONTRACT whose effects linger over time denote a situation where the CONCESSIONAIRE infringes an obligation established by law, under the NOTICE, the CONTRACT or the ANNEXES, but the breach does not end with the breach itself, whereas its effects are projected over time, until the CONCESSIONAIRE takes action to return to a situation of compliance with the contract.

4.6.3.1. In this case, without prejudice to the immediate institution of appropriate administrative

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

proceedings in view of enforcing sanctions, the GRANTING AUTHORITY shall notify the CONCESSIONAIRE on the identification of the breach of contract, and determine the CONCESSIONAIRE's deployment of actions required to remedy the situation, informing the category of the breach among those listed in the TABLE OF BREACHES, as appropriate. Failure to deliver said notification shall not exempt the CONCESSIONAIRE from its duty to remedy the situation.

4.6.3.2. The breach value estimated on item 4.5 shall correspond to the amount payable by the CONCESSIONAIRE as a result of each infringing conduct committed, whether by action or inaction, plus an increment of 1% (one percent) on top of the breach value, per day, until the situation has been remedied, whose value shall be estimated from the date of occurrence of the breach until the date when it is remedied.

4.6.3.3. Should the CONCESSIONAIRE prove that there is no chance that the situation can be remedied, the breach shall then be converted into a one-time breach of contract, as described in subsection 4.6.1, and the infraction value estimated based on item 4.5 shall suffer a 30% increment.

4.6.4. The rating of breaches, as established in the Table of Breaches, is merely referential in nature, indicative of the possibility of penalization of each infraction, among the categories established in item 4.6, without prejudice to the possibility that they be qualified in a different category during the course of the administrative sanctioning proceeding, provided that the definition established for each of the categories in sub-items 4.6.1 to 4.6.3 prevails over the rating determined in the Infractions Table.

4.7. The value of fines as described in subsections 4.6.2 and 4.6.3, estimated, respectively, as established in items 4.6.2.2 and 4.6.3.2, may not exceed, for each infringing conduct, considered individually, an amount corresponding to 200% (two hundred percent) of the highest level of the range of values presented in the Table of Breaches, provided that, in the event referenced in sub-item 4.5.1, the range of values established for the longest period of delay applies.

4.8. In the event that the CONCESSIONAIRE performs any act that leads to an effective ruling determining termination of the CONCESSION, a fine shall be applied in an amount equivalent to the PERFORMANCE BOND, instead of the fine stipulated for the default leading to the termination, even if a specific fine has been stipulated for such act.

5. TEMPORARY SUSPENSION OF THE RIGHT TO BID AND BAN FROM TRANSACTING WITH THE DIRECT OR INDIRECT PUBLIC ADMINISTRATION OF THE STATE OF SÃO PAULO, AND DECLARATION OF INELIGIBILITY TO BID OR TRANSACT WITH THE PUBLIC ADMINISTRATION

5.1. The suspension of the right to participate in bid proceedings and to transact with the direct or indirect Public Administration of the State of São Paulo, and the declaration of ineligibility to bid or transact with the PUBLIC ADMINISTRATION constitute sanctions that may be applied, subject to the lawful rules governing competence, in case of recurring regulatory or contractual infractions, as well as infractions causing serious damage to the public interest, in addition to the situations foreseen under the law and applicable regulations, particularly those referenced in article 82 of State Law no. 6.544/1989, whenever they lead to an effective ruling determining termination of the CONCESSION, and further considering the following circumstances, in compliance with equitability and proportionality principles:

- I. The nature and gravity of the breach;
- II. The existence of malice on the part of the CONCESSIONAIRE or its agents;
- III. The damage caused to the GRANTING AUTHORITY, the CONCESSION ASSETS, or USERS;

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

- IV. The benefits earned by the CONCESSIONAIRE as a result of the breach committed;
 - V. The actions taken by the CONCESSIONAIRE to minimize damages caused by the infraction;
 - VI. The economic and financial situation of the CONCESSIONAIRE, especially its ability to honor its financial commitments, generate revenues, and maintain the performance of the CONTRACT; and
 - VII. The CONCESSIONAIRE's prior professional records.
- 5.2. The penalty of suspension of the right to participate in bid proceedings and to transact with the direct or indirect Public Administration of the State of São Paulo may be applied for no more than 2 (two) years.
- 5.3. The declaration of ineligibility to bid or transact with the PUBLIC ADMINISTRATION shall remain effective while the reasons that determined the punishment persist, or until the party's rehabilitation with the authority that applied the penalty.
- 5.3.1. The rehabilitation shall be requested to the authority responsible for enforcing the penalty, and it shall be granted as long as the CONCESSIONAIRE reimburses the PUBLIC ADMINISTRATION for losses suffered, and provided a term of 2 (years) has elapsed since sanction has been enforced.
- 5.4. The penalties of suspension of the right to participate in bid proceedings and to transact with the direct or indirect Public Administration of the State of São Paulo, and issuance of the declaration of ineligibility to bid or transact with the PUBLIC ADMINISTRATION, shall apply against the CONCESSIONAIRE and its controlling shareholder(s) exercising CONTROL over the SPECIFIC PURPOSE COMPANY when the unlawful act occurred, which resulted in enforcement of the sanction.

6. ANIMAL ABUSE

- 6.1. For the purposes of this CONTRACT, as well as for the characterization of the breaches of items 117 to 119 of the Table of Breaches, mistreatment is understood as: any act, direct or indirect, commission or omission, that intentionally or due to negligence, malpractice or imprudence, causes unnecessary pain or suffering to animals. The definition of mistreatment includes:
- I. Cruelty: defined as any intentional act that inflicts unnecessary pain or suffering on animals, and the intentional and continuous mistreatment of animals; and
 - II. Abuse: defined as any intentional act, whether commissive or omissive, that results in the unreasonable, undue, excessive, excessive, incorrect use of animals and causes physical and/or psychological harm.
- 6.2. For the characterization of mistreatment, the GRANTING AUTHORITY may also refer to technical standards or laws on the subject that are in force or may be revised for the purpose of applying sanctions under this CONTRACT.
- 6.3. If, during inspections or technical manifestations, the competent environmental authority identifies situations of abuse that are not included in the exemplary list of sub-item 6.1.1 or of item 6.2, they may also be taken into account for the application of the sanctions provided for in this CONTRACT.
- 6.4. For purposes of measurement under the CONTRACT, in the cases provided for in Sections 6.2 and 6.3, situations of mistreatment characterized shall be classified in classes involving: (I) inadequate operation, mainly related to the maintenance of the animal enclosures or (II) inadequate management, which implies direct or indirect action, including by omission, on the animal.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

- 6.5. Without prejudice to the penalties application to the CONCESSIONAIRE, once the individual action of a professional of the CONCESSIONAIRE that constitutes mistreatment of animals is verified, the GRANTING AUTHORITY may determine the immediate replacement of such professional and notify the respective Council to determine the responsibility of the professional involved.

7. TABLE OF BREACHES

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
DELIVERY, AMENDMENT AND RENEWAL OF PLANS AND CERTIFICATES			
1	Failure to present the INTERVENTIONS PLAN and basic projects, including all the minimum components, to the GRANTING AUTHORITY within the appropriate timetable	I - In case of delay of up to two weeks: between 0.001% and 0.01%. II – In case of delay of more than two weeks: between 0.01% and 0.1%.	II – Delay Breach
2	Failure to present the MANAGEMENT AND OPERATIONAL PLAN, including all the minimum components, to the GRANTING AUTHORITY within the appropriate timetable.	I - In case of delay of up to two weeks: between 0.001% and 0.01%. II – In case of delay of more than two weeks: between 0.01% and 0.1%.	II – Delay Breach
3	Amending or reviewing, without submitting to the GRANTING AUTHORITY', under the terms of ANNEXES II and III, and the CONTRACT, where each occurrence constitutes a separate breach.	Between 0.001% and 0.1%	III - Infraction consisting of breach of contract whose effects persist over time
	1. INTERVENTIONS PLAN;		Remedy: (I) To procure, if possible, the GRANTING AUTHORITY's approval; or (II) revoke the amendment/review.
	2. MANAGEMENT AND OPERATIONAL PLAN.		
4	To suffer the precautionary embargo or suspension of activities, or lose, at any time throughout the CONCESSION PERIOD, the proper conditions for rendering services, as a result of failure to adhere to the conditions therefor or to specific laws governing the matter.	Between 0,1% and 1,5%	III - – Infraction consisting of breach of contract whose effects persist over time Remedy: to procure the authorization required in the events permitted under the applicable legislation.
5	Failure to produce administrative acts (such as permits, licenses, authorizations) procured in the name of the CONCESSIONAIRE.	Between 0,1% and 1,5%	II – Delay Breach
INFRASTRUCTURE REPURPOSING, OVERHAULING AND UPGRADING			

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
6	Delay of the initial milestones of INTERVENTIONS and/or the infrastructure repurposing, overhauling and upgrading works, according to the GRANTING AUTHORITY's approved INTERVENTIONS PLAN.	I - In case of delay of up to one month: between 0.001% and 0.01%.	II – Delay Breach
		II - In case of delay of more than one month and up to six months: between 0.01% and 0.1%.	
		III – In case of delay of more than six months: between 0.1% and 1.5%.	
7	Failure to complete the INTERVENTIONS, in full or in part, within the timeframe established in the GRANTING AUTHORITY's approved INTERVENTIONS PLAN.	I - In case of delay of up to one month: between 0.001% and 0.01%	II – Delay Breach
		II - In case of delay of more than one month and up to six months: between 0.01% and 0.1%.	
		III – In case of delay of more than six months and up to one year: between 0.1% and 1.5%	
		IV - In case of delay of more than one year: between 1.5% and 5%.	
8	Failure to adhere to the guidelines applying to building and renovation projects, as established under ANNEX III.	Between 0.001% and 0.01%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to suit constructions to the guidelines
9	Waterproofing the floor of the VILLA LOBOS PARK in an area larger than that provided for in the Original Architectural Project	Between 0.01% and 1.5%.	III - Infraction for breach of contract whose effects persist over time
			Remedy: (I) procure, if possible, the GRANTING AUTHORITY's consent; or (II) revoke the amendment/review.
F10	Failure to redo, overhaul or amend any and all works or services under its responsibility that have been executed improperly or in breach of defined quality standards.	Between 0,01% and 1,5%	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to corroborate the implementation of actions required to overhaul or amend the defect verified by the GRANTING AUTHORITY

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
11	Failure to prepare complementary drawings and detailed information needed for all the elements comprising each construction to be fully understandable (as built), as established under ANNEX III, within the appropriate timetable.	I - In case of delay of up to two months: between 0.001% and 0.01%.	II – Delay Breach
		II – In case of delay of more than two months: between 0.01% and 0.1%.	
TRANSFER OF POSSESSION OF THE PUBLIC ASSET AND START OF OPERATIONS OF CASH-GENERATING UNITS OR ASSETS			
12	Failure to adhere to the deadline for the assumption of the CONCESSION AREA, save when failure to comply with results from any event imputable to the GRANTING AUTHORITY.	I - In case of delay of up to two weeks: between 0.01% and 0.1%.	II – Delay Breach
		II – In case of delay of more than two weeks: between 0.1% and 1.5%.	
13	To delay or create an impediment to execute the TERM OF DELIVERY OF THE PUBLIC ASSET.	I - In case of delay of up to two weeks: between 0.01% and 0.1%.	II – Delay Breach
		II – In case of delay of more than two weeks: between 0.1% and 1.5%.	
DUTY TO KEEP SERVICES UP-TO-DATE			
14	Failure to keep services provided for under the CONCESSION up-to-date and upgraded.	Between 0.001% and 0.1%.	III - infraction consisting of breach of contract whose effects persist over time. Remedy: to upgrade and update services provided.
ENVIRONMENTAL AND HISTORICAL HERITAGE			
15	Failure to meet any requirements established in the environmental licenses.	Between 0.1% and 1.5%.	III - – Infraction consisting of breach of contract whose effects persist over time. Remedy: meet the requirements.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
16	Failure to procure, maintain or renew environmental licenses, other authorizations and analyses from environmental agencies.	Between 0.1% and 1.5%.	<p>Failure to procure: II – Delay Infraction.</p> <p>Failure to maintain or renew: III – Infraction consisting of breach of contract whose effects persist over time.</p> <p>Remedy: to procure the mandatory license.</p>
17	Failure to meet requirements established in approvals issued by tangible and/or intangible heritage preservation institutions, imposed as a result of the listing of historical sites in grounds assigned to the CONCESSIONAIRE.	Between 0.01% and 1.5%.	<p>III - Infraction consisting of breach of contract whose effects persist over time</p> <p>Remedy: meet the requirements.</p>
18	Failure to adhere to the rules, standards or procedures described in the MANAGEMENT PLANS for the PARKS, provided that each rule that is overlooked constitutes a separate infraction, including for purposes of determining a recurrence, which shall only be the case when a new infraction is committed against a rule that was previously breached.	Between 0.001% and 1.5%.	<p>III - Infraction consisting of breach of contract whose effects persist over time</p> <p>Remedy: adhere to rules, standards or procedures breached.</p>
19	Failure to meet any requirements and conditions established under licenses and/or regulations connected with environmental, urban planning, and urban mobility laws, and other specific authorizations required for regular performance of its activities.	Between 0.1% and 1.5%.	<p>III – nfraction consisting of breach of contract whose effects persist over time.</p> <p>Remedy: to adhere to the requirements.</p>
20	Failure to dispose, in an environmentally sound manner, the waste produced by activities associated with the COMMERCIAL OPERATION OF THE PUBLIC ASSET.	Between 0.001% and 1.5%.	<p>III – Infraction consisting of breach of contract whose effects persist over time.</p> <p>Remedy: to adjust the procedures.</p>

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
21	Animal abuse, as defined in item 5 of this ANNEX, in situations framed as improper care that imply in direct or indirect action, including by omission.	Between 0,001% and 1,5%.	<p>III – Infraction consisting of breach of contract whose effects persist over time.</p> <p>Remedy: Cease any behavior or omission that indicates mistreatment and take all available measures to minimize the impact on mistreated animals.</p>
INSPECTION, INSPECTION SUPPORT AND INTERACTIONS			
22	To create difficulties, fail to collaborate or adhere to the GRANTING AUTHORITY's determinations concerning its inspection powers.	Between 0.01% and 1.5%.	If the conduct is an isolated occurrence: I – Infraction for one-time breach of contract
			If the conduct persists over time: III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: take the necessary actions to enable execution of inspections.
23	Failure to perform the obligation to procure or replace the INDEPENDENT RAPPOREUR within the set timetable.	Between 0.1% and 1.5%.	II – Delay Breach.
24	Prevent, coerce or establish any form of impediment to the execution of the assessment of PERFORMANCE INDICATORS by the INDEPENDENT RAPPOREUR.	Between 0.01% and 1.5%.	I - Infraction for one-time breach of contract.
25	Failure to provide explanations and information requested by the Contract Performance Monitoring Committee.	Between 0.001% and 1.5%	II – Delay Breach.
26	Failure to prepare and deliver the Annual Report and PERFORMANCE INDICATORS to the GRANTING AUTHORITY within the appropriate timetable.	I - In case of delay of up to one month: between 0.001% and 0.01%.	II – Delay Breach.
		II – In case of delay of more than one month: between 0.01% and 0.1%.	

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
27	Failure to produce a report including all assessments concerning PERFORMANCE INDICATORS, and subsequently to deliver it to the INDEPENDENT RAPPOREUR, in view of estimating the VARIABLE GRANT.	Between 0.1% and 1.5%.	II – Delay Breach
28	Failure to stop inappropriate behaviors by USERS, considering conducts described in the specific laws and regulations.	Between 0.001% and 0.1%.	I - Infraction for one-time breach of contract.
29	Carry out INTERVENTIONS, not included in the MINIMUM MANDATORY INVESTMENTS or ADDITIONAL INVESTMENTS, events, activities, and other initiatives that violate the guidelines and directives established by the GRANTING AUTHORITY.	Between 0.01% and 1,5%.	I - Infraction for one-time breach of contract.
30	Failure to communicate the calendar of events to the GRANTING AUTHORITY or to comply with the rules established in ANNEX II for holding events, such as for example, the municipal rules, attendance limit and noise level limit.	Between 0.001% and 0.1%	I - Infraction for one-time breach of contract.
ACCESS TO THE CONCESSION AREA AND RULES GOVERNING INTERACTIONS			
31	Preventing the access of representatives of the GRANTING AUTHORITY to the CONCESSION AREA to perform activities associated with their respective institutional duties.	Between 0.01% and 1.5%.	If the conduct is an isolated occurrence: I – Infraction for one-time breach of contract.
			If the conduct persists over time: III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: Allow representatives' access
32	Preventing, without justification, the access of researchers or employees, who are duly identified, to execute scientific activities or activities associated with their respective institutional duties at the CONCESSION AREA.	Between 0.01% and 0.1%.	If the conduct is an isolated occurrence: I – Infraction for one-time breach of contract.
			If the conduct persists over time: III – Infraction consisting of breach of contract whose effects persist over time.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
			Remedy: Allow representatives' access
33	Failure to inform the GRANTING AUTHORITY of any act, fact or event inherent to the PARKS' daily operations that requires expansion of the base references included in the interaction guidelines.	Between 0.01% and 0.1%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Regularization: notify the GRANTING AUTHORITY, as the case may be, to implement mitigations of interface risks that might be required.
ADDITIONAL REVENUE			
34	Failure to submit the appropriate contracts and documents to the GRANTING AUTHORITY, concerning the ADDITIONAL REVENUE.	Between 0.1% and 1.5%.	II – Delay Breach.
35	Failure to adhere to the obligation to sign any and all contracts concerning the use of REVENUE.	Between 0.1% and 1.5%	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: deliver to the GRANTING AUTHORITY all contracts concerning the use of ADDITIONAL REVENUE.
36	Executing a contract concerning the use of ADDITIONAL REVENUE, with a term exceeding the CONCESSION period, without the GRANTING AUTHORITY's prior consent.	Between 0.1% and 1.5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: (I) to procure the GRANTING AUTHORITY's consent once the conditions established under the CONTRACT have been met; or (II) terminate the contract, or change its term of duration according to the duration of the CONCESSION.
37	Marketing, in full or in part, naming rights associated with the CONCESSION AREA without adhering to the rules established under the CONTRACT and applicable laws	Between 0.1% and 1.5%.	III – Infraction consisting of breach of contract whose effects persist over time.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
FINANCING			
38	Offering rights arising out of the CONCESSION to guarantee financing arrangements, without the GRANTING AUTHORITY's prior, explicit consent.	Between 0.1% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: (I) disencumber the rights arising out of the CONCESSION under the financing agreement; or (II) procure, if possible, the GRANTING AUTHORITY's consent
39	Offering shares or rights corresponding to the control of the CONCESSIONAIRE, to guarantee financing arrangements, without the GRANTING AUTHORITY's prior, explicit consent.	Between 0.1% and 5%.	III - Infraction consisting of breach of contract whose effects persist over time.
			Remedy: (I) disencumber the shares or rights corresponding to the control of the CONCESSIONAIRE under the financing agreement; or (II) procure, if possible, the GRANTING AUTHORITY's consent.
40	Failure to notify the GRANTING AUTHORITY on any changes to the terms of financing arrangements secured, or of any new financing arrangement or debt incurred, which might be considered in the estimation of compensation payable in the event that the CONCESSION is terminated.	Between 0.1% and 5%.	II – Delay Breach
ASSETS COMPRISING THE CONCESSION, REVERSAL AND TRANSITION			
41	Failure to keep the REVERTIBLE ASSETS in a perfect state of conservation and safety, and sound operating conditions.	Between 0.001% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: adjust the state of conservation and safety, as well as REVERTIBLE ASSETS' operating conditions.
42	Executing, without the GRANTING AUTHORITY's prior approval, works and interventions involving	Between 0.01% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
	demolition, renovation or construction of new facilities.		Remedy: (I) reverse the work or intervention; or (II) procure, if possible, the GRANTING AUTHORITY's approval
43	Failure to keep the INVENTORY in a good state of conservation and fully operational, including all mandatory information.	Between 0.001% and 0.1%.	<p>III – Infraction consisting of breach of contract whose effects persist over time.</p> <p>Remedy: update the INVENTORY.</p>
44	Failure to deliver to the GRANTING AUTHORITY, upon its request, a current INVENTORY of the REVERTIBLE ASSETS.	Between 0.001% and 0.1%.	<p>III – Infraction consisting of breach of contract whose effects persist over time.</p> <p>Remedy: deliver the current inventory of the REVERTIBLE ASSETS.</p>
45	Failure to enter the REVERTIBLE ASSETS in the CONCESSIONAIRE's bookkeeping records, registering them separately from its PRIVATE ASSETS.	Between 0.001% and 0.1%	<p>III – Infraction consisting of breach of contract whose effects persist over time.</p> <p>Remedy: suit accounting records.</p>
46	Attempted fraud or actual fraud in the inventory listing of the REVERTIBLE ASSETS.	Between 0.1% and 5%	<p>In case of attempted fraud: I – Infraction for one-time breach of contract</p> <p>In case of actual fraud: III – Infraction consisting of breach of contract whose effects persist over time</p> <p>Remedy: deliver the corrected INVENTORY list to the GRANTING AUTHORITY.</p>
47	Selling, transferring or encumbering the REVERTIBLE ASSETS, in any way whatsoever, without the GRANTING AUTHORITY's prior consent.	Between 0.01% and 5%.	<p>III – Infraction consisting of breach of contract whose effects persist over time.</p> <p>Remedy:</p> <ul style="list-style-type: none"> (i) to acquire new assets, of equivalent or greater quality, as the wrongly sold assets; (ii) to unencumber the wrongly encumbered assets; or (iii) if possible, secure the GRANTING AUTHORITY's consent for the disposal, transfer or encumbrance.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
48	The CONCESSIONAIRE's failure to mention the tie-in to the CONCESSION, expressly, when executing legal transactions involving the REVERTIBLE ASSETS.	Between 0.01% and 0.1%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to take actions needed to, albeit post hoc, indicate the tie-in to the CONCESSION.
49	Failure to return the REVERTIBLE ASSETS, as well as all rights and privileges tied to the CONCESSION, upon its end.	Between 0.01% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to take all necessary actions to return the REVERTIBLE ASSETS, the rights and privileges associated with the CONCESSION.
50	Failure to transfer to the GRANTING AUTHORITY or whomever it designates, upon termination of the CONCESSION, for whatever reason, all the REVERTIBLE ASSETS in a perfect state of conservation, use and functionality.	Between 0.01% and 5%.	III - Infraction consisting of breach of contract whose effects persist over time.
			Remedy: transfer to the GRANTING AUTHORITY, or whomever it designates, the REVERTIBLE ASSETS, or suit their state of conservation, use and functionality.
51	Failure to transfer, without charge, all rights and documents required for executing activities, described within the purpose of the CONTRACT, upon termination of the CONCESSION.	Between 0.1% and 1.5%.	III - Infraction consisting of breach of contract whose effects persist over time.
			Remedy: transfer residual rights and documents to the GRANTING AUTHORITY.
52	Distributing any monies or equity among the SPE's shareholders before the GRANTING AUTHORITY can attest that the reversed assets are in a perfect state of conservation, use and functionality, and free of encumbrances or charges thereon, and that amounts payable to the GRANTING AUTHORITY, by way of compensation or any other reasons, are fully guaranteed.	Between 0.1% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: (i) procure the restitution of monies or equity by the shareholders; or (ii) procure a certification from the GRANTING AUTHORITY as to the state of the reversed assets.
CONCESSIONAIRE			
53	Failure to meet the TIMETABLE FOR THE PAYING IN OF CAPITAL STOCK.	Between 0.01% and 0.1%.	II – Delay Breach

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
54	Decreasing the SPE's capital stock below the minimum value allowable without the GRANTING AUTHORITY's consent.	Between 0.1% and 1.5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: increase the SPE's capital stock, upholding the minimum allowable value.
55	Transferring CONTROL without the GRANTING AUTHORITY's prior, explicit consent.	Between 1.5% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: (I) to take actions foreseen under the CONTRACT, or (II) to secure the GRANTING AUTHORITY's consent, if possible.
56	Failure to submit any proposals for the issuance of bonds and securities to the GRANTING AUTHORITY's prior approval, when i) they include a provision for conversion into shares, which causes a change to the company's control, or ii) they are guaranteed by voting shares comprising the group that controls the SPE.	Between 0.1% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: (I) to suspend the issuance of bonds and/or securities; or (II) to procure the GRANTING AUTHORITY's consent, if possible
SERVICE OPERATIONS			
57	Failure to adhere to the obligation to provide services continuously or appropriately.	Between 0.01% and 1.5%.	III - Infraction for breach of contract whose effects last in time
			Remedy: to resume CONCESSION activities that have been interrupted and/or restart their proper execution so as to fully service USERS.
58	Failure to provide first aid to USERS at the CONCESSION AREA requiring emergency assistance, or failure to transfer them, when necessary, to public health institutions or accredited institutions.	Between 0.1% and 1.5%.	I - Infraction for one-time breach
59	Failure to act to prevent and suppress crimes and misdemeanors, or to report any incidents within the CONCESSIONAIRE's facilities.	Between 0.001% and 0.1%.	I - Infraction for one-time breach

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
60	Failure to suppress inappropriate behaviors by USERS, considering conducts as described under the laws and regulations specifically applying thereto	Between 0.001% and 0.1%	I - Infraction for one-time breach
61	Start operations of any CASH-GENERATING UNITS without procuring the mandatory permits and licenses, including the occupancy permit (“ <i>habite-se</i> ”).	Between 0.01% and 1.5%.	III - Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to suspend works in order to procure the necessary permits to allow for operations to resume.
SPECIFIC OBLIGATIONS OF THE CONCESSIONAIRE			
62	Failure to maintain, throughout the entire CONCESSION TERM, all the qualification conditions required of it in the TENDER.	Between 0.1% and 1.5%.	III - Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to corroborate the maintenance of qualification conditions required of it in the TENDER.
63	Failure to adhere to all tax and labor-related duties associated with its activity.	Between 0.01% and 1.5%	III - Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to corroborate the fulfillment of all tax and/or labor-related duties defaulted
64	Failure to properly disclose to the general public, and to USERS in particular, the introduction of special procedures in the event of exceptional circumstances.	Between 0.001% and 0.1%.	I - Infraction for one-time breach of contract
65	Failure to publish its bookkeeping records and financial statements periodically, as established under the applicable legislation.	Between 0.01% and 0.1%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to corroborate lawfully required publications.
66	Failure to make available to USERS any of the mandatory communication lines.	Between 0.001% and 0.1%.	III – Infraction consisting of breach of contract whose effects persist over time.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
			Remedy: to make available to USERS all communications lines provided for under the CONTRACT.
67	Failure to keep a permanent public ombudspersons' office to receive and process all complaints and suggestions from the USERS or any third parties affected by the services provided.	Between 0.001% and 0.1%.	II – Delay Breach.
68	Failure to prepare the TRANSACTION POLICY WITH THE RELATED PARTIES within the set timeframe.	I - In case of delay of up to one month: between 0.001% and 0.01%. II – In case of delay of more than one month: between 0.01% and 0.1%.	II – Delay Breach
69	Failure to adhere to the TRANSACTION POLICY WITH THE RELATED PARTIES.	Between 0.01% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time. Remedy: (i) to undo all legal transactions executed with RELATED PARTIES; or (II) suit them, if possible, to the TRANSACTION POLICY WITH THE RELATED PARTIES.
70	Failure to implement the Compliance Program within the set timeframe.(compliance)	I - In case of delay of up to one month: between 0.001% and 0.01%. II – In case of delay of more than one month: between 0.01% and 0.1%.	II – Delay Breach
71	Failure to adhere to the Compliance Program (compliance).	Between 0.01% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time. Remedy: to take actions recommended in the Compliance Program.
CHARGES APPLYING TO THE CONCESSIONAIRE			
72	Failure to provide for one or more charges applying to ticketing and commercial services, based on contract milestones.	Between 0.1% and 1.5%.	III – Infraction consisting of breach of contract whose effects persist over time. Remedy: to provide for charges associated with ticketing and commercial services.
73	Failure to settle, whether in full or in part, one or more charges associated with cleaning services.	Between 0.001% and 0.1%.	III – Infraction consisting of breach of contract whose effects persist over time.

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
			Remedy: to resume appropriate cleaning services.
74	Failure to provide, whether in full or in part, property security and access control services within the CONCESSION AREA, as of the execution date of the TERM OF DELIVERY OF THE PUBLIC ASSET.	Between 0.01% and 1.5%	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to resume appropriate property security and access control services
75	Failure to settle, whether in full or in part, one or more charges associated with maintenance of infrastructure assets that the CONCESSIONAIRE is required to maintain or support within the CONCESSION AREA.	Between 0.001% and 1.5%.	II – Delay Breach
76	Failure to provide, whether in full or in part, one or more utility services or infrastructure networks within the CONCESSION AREA.	Between 0.001% and 1.5%.	II – Delay Breach
77	Failure to provide, whether in full or in part, one or more management services within the CONCESSION AREA.	Between 0.001% and 1.5%.	II – Delay Breach
78	Failure to start or execute environmental education and research support activities.	Between 0.01% and 1.5%.	Failure to start: II – Breaches for arrears
			Failure to execute: III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to resume environmental education activities.
SUBCONTRACTING AND SUB-GRANTS			
79	Subcontracting the execution of activities associated with the CONCESSION in violation of rules provided for under the CONTRACT.	Between 0.01% and 1.5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: (i) to nullify or suit the contract with the third party.
80	Executing or allowing any form of sub-grant concerning services that are the purpose of this CONTRACT, save in the events referenced in the CONTRACT.	Between 0.1% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to take the necessary actions to return to the <i>status quo ante</i> .

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ITEM	BREACH/INFRACTION	VALUE	BREACH/INFRACTION CATEGORY
PERFORMANCE BOND AND INSURANCE			
81	Failure to keep the PERFORMANCE BOND valid and effective, according to the terms established in the CONTRACT, for the duration of the contract.	Between 1.5% and 5%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to provide a valid performance guarantee, according to the terms established in the CONTRACT.
82	Failure to deliver to the GRANTING AUTHORITY, within no more than 30 (thirty) days, counted as of the start of each CONCESSION year, a certificate issued by the insurer(s), confirming that all insurance policies secured remain valid, and the respective premiums have been paid for.	Between 0.01% and 0.1%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to deliver the mandatory certificate to the GRANTING AUTHORITY.
83	Failure to deliver to the GRANTING AUTHORITY, within no more than 30 (thirty) days prior to the end of the PERFORMANCE BOND's term, a document corroborating the renewal and updating of the PERFORMANCE BOND.	Between 0.01% and 0.1%.	III – Infraction consisting of breach of contract whose effects persist over time.
			Remedy: to deliver the mandatory corroborating document to the GRANTING AUTHORITY.
PAYMENT OF AMOUNTS DUE TO THE GRANTING AUTHORITY			
84	Delaying the transfer of amounts payable by the CONCESSIONAIRE by way of (I) VARIABLE GRANT or (II) INSPECTION FEES.	I – In case of delay of up to three days: between 0.001% and 0.01%.	II – Delay Breach
		II – In case of delay between three and six days: between 0.01% and 0.1%.	
		III – In case of delay of more than six days: between 0.1% and 1.5%	