



SPI PROCESS nº 021.00000891/2024-87
INTERNATIONAL COMPETITION No. 02/2024
PPP LOTE ALTO TIETÊ

**EXHIBIT VIII – SCHEDULES AND GUIDELINES FOR THE PREPARATION OF THE PHYSICAL-EXECUTIVE
SCHEDULES AND INVESTMENT PLAN**

1. PREPARATION, CERTIFICATION PROCEDURE, NON-OBJECTION BY ARTESP AND POST-APPROVAL RULES

1.1. The CONCESSIONAIRE shall prepare and submit the PHYSICAL-EXECUTIVE SCHEDULES of each ENTERPRISE under its responsibility to the IMPLEMENTATION CERTIFIER, observing the guidelines of this EXHIBIT and the time frames contained in EXHIBIT IX.A (spreadsheet), within four (4) months after the beginning of the PRE-OPERATIONAL PHASE.

1.1.1. When preparing its PHYSICAL-EXECUTIVE SCHEDULE, the CONCESSIONAIRE may establish dates different from those set forth in EXHIBIT IX.A (spreadsheet) for the intermediate milestones of each of the INVESTMENT PACKAGES, provided that the date of completion of the INVESTMENT PACKAGES is respected.

1.1.2. The date of completion of the INVESTMENT PACKAGES may also be advanced in relation to the provisions of EXHIBIT IX.A (spreadsheet), in which case the provisions of item 3.7 of EXHIBIT IX will be observed.

1.2. The IMPLEMENTATION CERTIFIER shall analyze the documentation, issue CERTIFICATION and send it together with its considerations to ARTESP and the CONCESSIONAIRE within thirty (30) days of submission by the CONCESSIONAIRE, pursuant to item 1.1.

1.2.1. If the IMPLEMENTATION CERTIFIER deems that the respective PHYSICAL-EXECUTIVE SCHEDULE was not prepared in accordance with the guidelines of this EXHIBIT and with the time frames set forth in EXHIBIT IX.A (spreadsheet), observing the prerogative established in item 1.1.1, it shall inform the CONCESSIONAIRE and ARTESP of its disapproval.

1.2.2. Once the disapproval is issued, the CONCESSIONAIRE must resubmit the respective PHYSICAL-EXECUTIVE SCHEDULE within fifteen (15) days.

1.2.3. Within 15 (fifteen) days of the representation, the IMPLEMENTATION CERTIFIER must issue the CERTIFICATION or the new rejection of the respective PHYSICAL-EXECUTIVE SCHEDULE.

1.2.4. If the IMPLEMENTATION CERTIFIER deems that the respective PHYSICAL-EXECUTIVE SCHEDULE is in accordance with the guidelines of this EXHIBIT and with the time frames set forth in EXHIBIT IX.A (spreadsheet), it must issue its CERTIFICATION and inform the CONCESSIONAIRE and ARTESP.

1.2.5. Once the CERTIFICATION is issued, ARTESP will have a period of up to 10 (ten) days to issue its non-objection to the respective PHYSICAL-EXECUTIVE SCHEDULE, being certain that any objection presented must be duly justified and based on clear evidence of error or flagrant omission in the preparation of the document or in non-compliance with the rules expressly provided for in the CONTRACT.

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- 1.3. The PHYSICAL-EXECUTIVE SCHEDULES that have been subject to CERTIFICATION and non-objection by ARTESP will become part of the INVESTMENT PLAN and will guide the execution of the VENTURES.
- 1.4. The PHYSICAL-EXECUTIVE SCHEDULES presented by the CONCESSIONAIRE for evaluation by the IMPLEMENTATION CERTIFIER and ARTESP are not to be confused with the IMPLEMENTATION SCHEDULE, used for the purposes of contractual management and monitoring of the factual reality of the works, which must be prepared by the CONCESSIONAIRE and kept permanently updated, according to the most current perspectives of evolution of the VENTURES, even if they indicate delays, anticipations or postponements in relation to the PHYSICAL-EXECUTIVE SCHEDULES.
 - 1.4.1. To update the IMPLEMENTATION SCHEDULE referred to in item 1.4 above, the perspective of evolution of the VENTURES shall be considered, exclusively, regardless of the PARTY to which the risk or responsibility for variations in relation to the PHYSICAL-EXECUTIVE SCHEDULES is attributable. The CONCESSIONAIRE shall provide a copy to the IMPLEMENTATION CERTIFIER and ARTESP of each update of the IMPLEMENTATION SCHEDULE.
- 1.5. The PHYSICAL-EXECUTIVE SCHEDULES may be changed in the following cases:
 - i. To move the reference deadlines of the INVESTMENT PACKAGES indicated in EXIHBIT IX.A (spreadsheet);
 - ii. To change the deadlines for the execution of the VENTURES, due to the materialization of risk attributed to the GRANTING AUTHORITY, which impacts the execution of the deadlines originally established in the PHYSICAL-EXECUTIVE SCHEDULES;
 - iii. To change the deadlines for the execution of INTERVENTIONS, if the GRANTING AUTHORITY decides to delegate its execution to the CONCESSIONAIRE after the conclusion of the PRE-OPERATIONAL PHASE; and
 - iv. To change the execution deadlines of the VENTURES that are impacted by new deadlines for the execution of the INTERVENTIONS.
- 1.5.1. In any case, the changes to the PHYSICAL-EXECUTIVE SCHEDULES will be formalized through the apostille of the CONTRACT, and the procedure provided for in item 1.2 for their CERTIFICATION and non-objection.
- 1.5.2. Changes to the PHYSICAL-EXECUTIVE SCHEDULES that result in movement in the deadlines for completion of the INVESTMENT PACKAGES shall comply with the rules set forth in EXIHBIT IX.

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- 1.5.3. The CONCESSIONAIRE shall assume any and all charges related to the alteration of the PHYSICAL-EXECUTIVE SCHEDULES that are not presented in accordance with the provisions of this EXIHBIT VIII.
- 1.6. Failure by the IMPLEMENTATION CERTIFIER to comply with the deadlines established in the CONTRACT and/or in the EXIHBITS for analysis of the PHYSICAL-EXECUTIVE SCHEDULES, which causes delays in the start date or completion of the VENTURES, will be imputed to the CONCESSIONAIRE, including for risk allocation purposes, even when such documents are presented in accordance with the provisions of the CONTRACT.
- 1.7. The non-objection by ARTESP to the PHYSICAL-EXECUTIVE SCHEDULES will not mean the assumption of any technical responsibility by the GRANTING AUTHORITY or ARTESP.
- 1.8. As of sixty (60) days from the date of non-objection of the PHYSICAL-EXECUTIVE SCHEDULES by ARTESP, the CONCESSIONAIRE, on a quarterly basis, shall submit to the IMPLEMENTATION CERTIFIER and ARTESP (i) a progress report regarding the progress of the activities and (ii) IMPLEMENTATION SCHEDULE, both with reference to the respective PHYSICAL-EXECUTIVE SCHEDULE, indicating the completed activities and the stage of progress and forecast of completion of the others.
- 1.9. The CONCESSIONAIRE will be penalized for non-compliance with deadlines or time frames provided for in the PHYSICAL-EXECUTIVE SCHEDULE that are under its control or are impacted by its actions or omissions, directly or indirectly, or that result from risk events or liability of the CONCESSIONAIRE, as provided for in EXIHBIT V.
- 1.10. The contractual terms assigned to the CONCESSIONAIRE, including those provided for in the PHYSICAL-EXECUTIVE SCHEDULES, may be anticipated or postponed, without the application of penalties, in cases of delays resulting directly and demonstrably from:
- i. Event whose risk was attributed exclusively to the GRANTING AUTHORITY, or in the case of contractual breaches by the GRANTING AUTHORITY;
 - ii. Events provided for in Clauses 20.1.7 and 20.1.2 of the AGREEMENT, provided that the CONCESSIONAIRE demonstrates that it has taken all appropriate measures to avoid the materialization of the risk and that it did not culpably or intentionally contribute to the event, subject to the provisions of Clause 20.1.2.1; and
 - iii. Exclusions of liability provided for in EXIHBIT V.