



**On approval of the Rules for the implementation and financing of construction, reconstruction, repair, maintenance, diagnostics, certification and instrumental survey of public roads of international and national significance**

*Unofficial translation*

Order No. 725 of the Minister of Investments and Development of the Republic of Kazakhstan as of October 17, 2016. Registered with the Ministry of Justice of the Republic of Kazakhstan on November 21, 2016, No. 14443.

*Unofficial translation*

In accordance with subparagraph 7-1) of paragraph 2 of Article 12 of the Law of the Republic of Kazakhstan “On Automobile Roads” as of July 17, 2001, **I hereby ORDER:**

1. To approve the appended Rules for the implementation and financing of construction, reconstruction, repair, maintenance, diagnostics, certification and instrumental survey of public roads of international and national significance.

2. The Roads Committee of the Ministry of Investments and Development of the Republic of Kazakhstan (M.K. Pshembaev) shall:

1) ensure state registration of this order with the Ministry of Justice of the Republic of Kazakhstan;

2) within ten calendar days of the state registration of this order with the Ministry of Justice of the Republic of Kazakhstan, send this order’s paper-based and electronic copy to print periodicals and the “Adilet” Legal Information System for official publication, and also to the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan;

3) place this order on the website of the Ministry of Investments and Development of the Republic of Kazakhstan;

4) within ten working days of the state registration of this order with the Ministry of Justice of the Republic of Kazakhstan, submit information on the implementation of measures, provided for in subparagraphs 1), 2) and 3) of this paragraph, to the Legal Department of the Ministry of Investments and Development of the Republic of Kazakhstan.

3. The control over the execution of this order shall be assigned to the supervising vice-minister of investments and development of the Republic of Kazakhstan.

4. This order shall take effect after the day of its first official publication.

*Minister of Investments and Development of  
the Republic of Kazakhstan*

*J. Kassymbek*

"AGREED"

Minister of Finance of  
the Republic of Kazakhstan

\_\_\_\_\_ B. Sultanov

October 20, 2016

"AGREED"

Minister of national Economy of  
the Republic of Kazakhstan

\_\_\_\_\_ K. Bishimbaev

October 25, 2016

Approved by Order  
№ 725 of the Minister of Investments and  
Development  
of the Republic of Kazakhstan  
as of October 17, 2016

**Rules for the implementation and financing of construction, reconstruction, repair, maintenance, diagnostics, certification, and instrumental surveying of public roads of international and republican significance**

**Footnote. The Rules are in the wording of the order if the acting Minister of Transport of the Republic of Kazakhstan dated 05.01.2024 № 8 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).**

**Chapter 1. General provisions**

1. These Rules for the implementation and financing of construction, reconstruction, repair, maintenance, diagnostics, certification and instrumental surveying of public roads of international and republican significance (hereinafter - the Rules) have been developed in accordance with subparagraph 7-1) of Article 12 of the Law of the Republic of Kazakhstan “On Highways” and shall determine the procedure for the implementation and financing of construction, reconstruction, repair, maintenance, diagnostics, certification and instrumental surveying of public roads of international and republican significance.

2. These Rules shall be aimed at increasing the efficiency and timeliness of the implementation of road projects of international and republican significance.

3. Financing of construction, reconstruction, repair, maintenance, diagnostics, certification, and instrumental surveying of public roads of international and republican significance shall be carried out at the expense of funds provided in the republican budget for the corresponding year, borrowed funds, fees for travel on toll sections of highways and other sources of financing.

4. The rules shall apply to all projects for the construction, reconstruction, repair, maintenance, diagnostics, certification, and instrumental surveying of public roads of international and republican significance.

5. These Rules use the following concepts:

1) instrumental surveying of highways - measures to determine the transport and operational condition of highways;

2) diagnostics of highways - surveying, collection, and analysis of information on the parameters and condition of the structural elements of the highway and road structures, characteristics of traffic flows, and, if necessary, other information to determine the need for repair measures, as well as assessment and forecast of the condition of the highway in the process of its further operation;

3) certification of highways - generation of data on the presence of highways, their length, technical condition, including structural elements, engineering structures and equipment, linear buildings and structures;

4) an expert providing engineering services for technical supervision (hereinafter - an engineer) - a person appointed by the customer and notified to the contractor, who, in accordance with his official duties, shall carry out monitoring of the construction of highways when the contractor performs contract works in accordance with the terms of the contract, as well as within the framework of his competence specified in the contract, shall carry out technical supervision and technological support and act in the interests of the customer;

5) an expert providing engineering services for the author's supervision (hereinafter - the author) - a person appointed by the customer to monitor the development of design estimates and implementation of the construction project;

6) certificate of interim payment - an act of completed works under the contract, containing a calculation of the volume and amount of performed works to be paid;

7) a general contractor (hereinafter - the contractor) - a legal entity (with the exception of state agencies, unless otherwise established by the legislation of the Republic of Kazakhstan), a temporary association of legal entities (consortium), acting as the customer's counterparty in the procurement contract concluded with him;

8) design and estimate documentation (hereinafter - DED) - design documentation containing space-planning, structural, technological, engineering, environmental, economic, and other solutions, as well as estimate calculations for organizing and conducting construction, engineering preparation of the territory, landscaping. Construction projects also include projects for conservation of construction of unfinished facilities and post-utilization of facilities that have exhausted their resource in accordance with the Law of the Republic of Kazakhstan "On architectural, urban planning and construction activities in the Republic of Kazakhstan";

9) a general schedule of works production - a document included in the tender documentation and subsequently being an integral part of the contract, which contains information about the deadlines and obligations for the execution of specific volumes of works on the project, in physical and monetary terms;

10) a schedule of works production - a document, annually drawn up after the signing of the general schedule of works production or after the beginning of each financial year and

subsequently being an integral part of the contract, which contains information on the deadlines and obligations for the execution of specific volumes of works on the project in the corresponding year, in physical and monetary terms;

11) statement of works volumes (hereinafter - SWV) - a document consisting of several parts and including the entire list of materials, equipment, works, and individual additional costs necessary for the implementation of the project, provided by the customer to potential contractors to fill in the proposed costs. In the event of individual additional costs arising within the approved design estimates, agreed upon by the author of the project, these costs shall be compensated by the customer;

12) assistant engineer - a person appointed by an engineer to inspect works and (or) check equipment and (or) materials in accordance with his official duties;

13) warranty period - a period of time during which the contractor guarantees the preservation of the quality of indicators and characteristics of the object specified within the design and estimate documentation and in accordance with regulatory documentation;

14) subcontractor - a legal entity determined by the contract as a subcontractor and (or) nominated by the engineer to perform part of the works under the contract;

15) a representative of the contractor - a person specified by the contractor in the contract or appointed by the contractor who acts on his behalf;

16) a schedule for the mobilization of main machinery and equipment - a document included in the tender documentation and subsequently being an integral part of the contract, which contains information about the deadlines and obligations of the contractor to provide the project with the necessary machinery and equipment, indicating the quantity and names (brands) provided for in the tender application;

17) base date – the date that occurs twenty-eight calendar days before the deadline for submitting tender documentation;

18) an object - a section of a public highway, including other engineering structures determined by the customer as being subject to construction or reconstruction, transferred by the contractor to the customer in the form provided for by the contract, as well as a land plot provided by the customer to the contractor, defined by the designated territory of the facility on which the contractor undertakes to fulfill the contract, to use for temporary storage and delivery of equipment and materials necessary for the execution of the contract, as well as the land plots specified in the contract as part of the construction site;

19) an act of putting an object into operation - a document confirming the completion of construction of the object in accordance with the approved project and state (interstate) standards and the full readiness of the object for operation;

20) an application for change - changes in works that are subject to agreement with the engineer and approval by the customer;

21) procurement contract (hereinafter – the contract) – a civil-legal contract concluded between the customer and the contractor, in accordance with the Law of the Republic of

Kazakhstan “On procurement of individual entities of the quasi-public sector”, the civil legislation of the Republic of Kazakhstan and procurement rules;

22) declaration of conformity - a document certifying the compliance of the performed works on a completed construction site in accordance with the approved project and the requirements of state (interstate) standards;

23) customers - state bodies, state institutions, state enterprises, legal entities, fifty or more percent of voting shares (stakes in the authorized capital) of which belong to the state, as well as individual entities of the quasi-public sector operating in accordance with the Law of the Republic of Kazakhstan “On highways”;

24) a representative of the customer - a legal entity for quality examination, as well as an expert for the provision of engineering services;

25) tender documentation - documentation submitted to a potential supplier for the preparation of an application to participate in the tender, which contains the requirements for the application for participation;

26) technical specification - a document containing a complete, comprehensive description of all functional, technical, quantitative and qualitative performance characteristics of goods, works and services, subject to approval by the customer before conducting the tender as part of the tender documentation. During the implementation of the project, deviation from the requirements set out in the technical specifications shall be allowed in cases where such deviations contribute to improving the quality and technical characteristics of the project within the cost of the approved design and estimate documentation;

27) certificate of final payment - a certificate of payment issued before the signing of the act of putting the facility into operation;

28) performance of the contract - fulfillment of all obligations by the parties to the contract, including the performance of construction and installation works and elimination of all defects during the warranty period;

29) contract performance security – security in the form of a bank guarantee and an insurance contract provided by the contractor to the customer as fulfillment of accepted obligations under the contract.

**Chapter 2. The procedure for the implementation of works on construction, reconstruction, major, medium, current repairs, maintenance, diagnostics, certification and instrumental surveying of public roads of international and republican significance**

6. The customer shall carry out the implementation of projects for the construction and reconstruction of public roads of international and republican significance in accordance with the Law of the Republic of Kazakhstan “On architectural, urban planning and construction

activities in the Republic of Kazakhstan” and the order of the Minister of National Economy of the Republic of Kazakhstan dated March 19, 2015 № 229 “On approval of the Rules for organizing activities and performing the functions of the customer (developer)” (registered in the Register of state registration of regulatory legal acts № 10795), as well as these Rules.

7. The implementation of works on the construction, reconstruction, and major repairs of public roads of international and republican significance, including those transferred to trust management, shall be carried out through tender procedures to determine the contractor, in accordance with the Law of the Republic of Kazakhstan “On procurement of individual entities of the quasi-public sector ”

8. The types of works performed during medium, current repairs and maintenance of public roads of international and republican significance shall be determined by the order of the Minister of Transport and Communications of the Republic of Kazakhstan dated January 24, 2014 № 56 “On approval of the classification of types of works performed during maintenance, current, medium and major repairs of public roads” (registered in the Register of state registration of regulatory legal acts № 9176).

9. The volumes of works for medium repairs shall be determined in the technical documentation based on the results of road surveyings and lists of defects. According to the technical documentation intended for the medium repair of existing public roads, a departmental examination shall be carried out in the manner determined by the authorized state body for highways.

10. Works on current repairs and maintenance of public roads of international and republican importance shall be carried out by the National operator independently or with the involvement of contracting companies.

11. Conducting current repairs and maintenance of highways shall be planned based on the results of road surveyings according to lists of defects, within the limits of funds for current repairs and maintenance. When performing current repairs using the route method, it is allowed to perform works on the basis of defective acts and estimate calculations. The maintenance of sections of highways undergoing reconstruction, major and (or) medium repairs is carried out by the contractor implementing these projects.

12. The implementation of works on diagnostics and certification of highways of international and republican significance, as well as improvement of the regulatory and technical base of the road industry, is carried out in accordance with the legislation of the Republic of Kazakhstan on public procurement by the authorized state body for highways, as well as through a state assignment by a state enterprise, determined by Decree of the Government of the Republic of Kazakhstan dated March 19, 2019 № 131. Moreover, these works are purchased strictly and only in accordance with the technical specifications of the authorized state body for highways, without including additions and changes to it.

As part of the diagnostics at the stage of forming or updating a database on the transport and operational state of highways, instrumental surveying work shall be carried out to determine consumer properties at the time of the survey.

13. Before the start of tender procedures for the construction, reconstruction, and major repairs of public roads of international and republican significance, the following must be available:

- 1) a feasibility study and a positive conclusion of the state non-departmental examination;
- 2) design and estimate documentation and a positive conclusion of the state non-departmental examination;
- 3) a financing plan in accordance with the standard duration of construction, determined by the customer in accordance with the design and estimate documentation and approved by the administrator of budget programs;
- 4) permitting documents for the allocation of land plots for the implementation of the project, including permits for the construction of permanent facilities and the extraction of bulk road construction materials.

14. Tender procedures for construction and installation works begin simultaneously with tender procedures for the provision of engineering services.

15. The process of conducting tender procedures, identifying potential contractors (suppliers), and concluding an agreement shall be carried out in accordance with the Law of the Republic of Kazakhstan “On procurement of individual entities of the quasi-public sector”

16. After signing the contract within the deadlines established by the contract, the contracting organization shall provide the customer with a project of works production for approval, which contains decisions on the organization and technology of works production, a quality control plan, a calendar schedule for works production, a cash disbursement plan, and a statement of requirements for construction materials, schedule of the need for basic construction machines and vehicles, the need for construction personnel by main categories.

17. As part of the implementation of works on the construction, reconstruction, major and medium repair of public roads of international and republican significance, the customer shall :

- 1) ensure the transfer of the land plot, facility, and equipment to the contractor to fulfill obligations under the contract;
- 2) notify the authorities of state architectural control and supervision to ensure the start of works;
- 3) participate in the preliminary approval of the works schedule;
- 4) preliminarily agree on the proposal and decision of the engineers to extend the terms of the contract and include additional volumes of works;
- 5) appoint an engineer who carries out assignments in accordance with the contract;

6) monitor the implementation of the project quarterly and post the monitoring results on the official Internet resource.

18. The start date of works on construction, reconstruction, major and medium repairs of highways shall be determined by the engineer after the following conditions are met:

1) receipt of notification from the bodies of state architectural construction control and supervision;

2) receipt by the contractor of an advance in the amount stipulated by the contract;

3) transfer by the customer of the site to the contractor and provision of access to it within the period specified in the contract according to the standard form of the acceptance certificate for the construction site in accordance with Appendix 1 to these Rules.

19. The contractor shall complete works on the construction, reconstruction, and major repairs of highways within the period stipulated by the contract, with the passage of tests of road surface layers, tests to determine evenness and receipt of an act of the facility commissioning.

20. The contractor, within twenty-one calendar days after signing the contract, shall submit to the engineer for approval the schedule of mobilization of main machinery and equipment, as well as a general schedule of works production.

The engineer shall review the specified documents within seven calendar days. If there are any discrepancies with the terms of the contract, the engineer shall make adjustments and send them to the contractor for correction. The contractor, after receiving such instructions, shall submit revised schedules to the engineer for consideration, taking into account the engineer's comments, for approval within seven calendar days.

All schedules shall be drawn up with a period, where the intervals are determined in terms of months.

21. The mobilization schedule for the main machinery and equipment shall be drawn up taking into account the condition that the contractor completes the mobilization of the main machinery and equipment within three months after the start date of works.

It is allowed to draw up a schedule for the mobilization of machinery and equipment for a period of more than three months only in cases when, from the fourth month and later, only laboratory equipment intended for types of works is expected to be mobilized, the start of which is scheduled for a later period, but no later than two months before the start of such work.

The general schedule of works production shall be drawn up for the entire period of works, starting from the start date of works.

22. After agreeing on the general schedule of works production, the contractor shall draw up a schedule of works production and submit it to the engineer for approval within fourteen calendar days after agreeing on the general schedule of works production or after beginning of the new financial year.



23. The general schedule of works production shall be adjusted based on the results of drawing up the schedule of works production. Changes shall also be made to the schedules of works production in the following cases:

1) identification of additional works not provided for in the design and estimate documentation, entailing additional time for their implementation. In this case, the schedules shall be adjusted upon approval of the corresponding application for changes in the SWV in the manner established by these Rules;

2) reduction or increase in works as a result of their actual implementation, as well as in cases where it is necessary to make appropriate changes to the SWV;

3) the occurrence of emergency situations resulting in the need to perform emergency recovery works;

4) suspension of works by the contractor for the reasons provided for by these Rules.

24. The engineer's notification about the start date of works on the construction, reconstruction, and repair of highways shall be issued in a standard form about the start date of works according to Appendix 2 to these Rules after the occurrence of the following facts:

1) the transfer of the site by the customer shall be carried out according to the standard form of the act of acceptance and transfer of the construction site, according to Appendix 1 to these Rules;

2) after the receipt of an advance payment by the contractor. Confirmation of receipt of the advance payment by the contractor shall be a payment order for the transfer of advance payments by the customer to the contractor's current account;

3) obtaining a permit for construction and installation works in accordance with the conditions provided for by legislation in the field of architectural, urban planning and construction activities.

25. As part of the implementation of works on the construction, reconstruction, and major repairs of public roads of international and republican significance, the contractor shall:

1) take measures to maintain the territory of the works site free from any obstacles in order to avoid danger to the persons on the territory;

2) provide fencing, lighting, security, and supervision of the works being performed until its completion and commissioning of the facility;

3) ensure the implementation of temporary works in accordance with the approved design and estimate documentation (including roads, sidewalks, security and fencing), which are necessary in connection with the works production for the use by owners and residents of adjacent territories and their protection. The contractor will implement a quality control system to ensure compliance with contract requirements and the engineer is authorized to inspect any aspect of this system.

Compliance with quality control requirements does not relieve the contractor from his obligations under the contract.

26. The contractor shall send a notification to the engineer at least twenty-one calendar days before the expected date of delivery of equipment and main components of other goods, including basic materials to the site and fully equip the site with everything necessary to fulfill obligations under the contract, including:

1) ensure the suitability and accessibility of access roads to the facility in accordance with the approved design and estimate documentation and the costs associated with the unsuitability or inaccessibility of using access roads required by the contractor for the implementation of the facility are borne by the contractor himself, except for cases where there are no access roads to the facility in the approved design and estimate documentation;

2) take measures to prevent damage to any roads, bridges, and structures as a result of the movement of the contractor's vehicles or contractor's employees (subcontractors) using appropriate vehicles and roads;

3) ensure packaging, loading, transportation, receipt, unloading, storage, and protection of all goods and materials necessary for works at the site and guarantee the release of the customer from losses and expenses associated with the transportation of goods (materials) and satisfy all requirements of the parties associated with such transportation;

4) take measures to protect the environment, both on the territory and outside the territory of the facility, and to limit as much as possible the damage caused to people (population) and other property as a result of pollution, noise, and other consequences associated with the implementation of the facility;

5) guarantee the level of permissible pollution, emissions, discharges to the surface due to activities related to the implementation of the facility, within the permissible standards specified in the technical specifications or established by current legislation;

6) provide the engineer with a report with a scheme and a detailed description of the progress of works, the deadlines for delivery of materials to the site, construction, installation, and comprehensive inspections, the works schedule of the appointed subcontractor, the number of personnel at the site, documents confirming the quality of materials and other information required by the customer and the engineer and necessary to fulfill obligations under the contract;

7) remove construction debris, garbage, and temporary structures from the site that will not be required in the future.

27. The contractor is not authorized to remove the main components of goods (materials) from the site without the approval of the engineer, with the exception of vehicles transporting these goods (materials).

28. Before using any material in the works, the contractor shall first submit all standard samples of these materials for approval by the engineer, providing information about the manufacturer, quality and recommendations on the method of their use.

29. The contractor shall use the material that meets the technical specifications and has a certificate of conformity.

30. Personnel of the customer, author and engineer shall have an access to the site to conduct tests, measure the quality of materials at any stage of construction, including the provision of permits and safety equipment by the contractor.

At the same time, based on the test results, the contractor shall also ensure the quality of the materials used.

31. The contractor is authorized to transfer no more than one-half of the total volume of works.

32. The contractor shall send a notification with information on each subcontractor involved twenty-eight calendar days before the start date of works on the construction, reconstruction, and overhaul of highways.

33. The contractor shall guarantee that the requirements imposed on the contractor apply equally to each subcontractor for the works performed and information interaction.

34. The contractor shall conclude a subcontract agreement if the price of the works performed with the subcontractor is not less than eighty percent of the prices concluded between the contractor and the customer.

35. In case of non-fulfillment by the contractor of his obligations, the engineer shall determine a subcontractor from among the subcontractors involved in the facility, to whom the customer pays for the works performed.

36. The contractor shall not involve a subcontractor, determined by the engineer and agreed with the customer, for the performance of construction, reconstruction, capital and medium repair of highways, if there are reasonable objections, which the contractor informs the engineer indicating all the facts, events or circumstances that served as the basis for the objection. The engineer shall ensure that such an objection is fully and impartially considered.

These facts include evidence of late completion of works in accordance with the schedule, and (or) the subcontractor doesn't have the necessary and appropriate equipment and resources to perform works.

37. Payment to subcontractors agreed with the customer shall be made minus the amounts that were supposed to be paid to the contractor for the actual amount of works performed.

38. Subcontracting contracts shall be identical with the terms and conditions as the main contract.

39. The contractor shall provide reports to the engineer on the completion of each stage of work within seven days from its completion. If the engineer discovers deficiencies in the works performed, then, at the engineer's request, the contractor will rearrange these works and re-provide documentation on the quality of the materials used at his own expense.

If the author discovers inconsistencies with the design solutions, the contractor will eliminate them at the author's request.

When notified by the contractor of the completion of any stage of construction, the engineer shall carry out quality control and compliance with the terms of the contract without any unreasonable delays.

40. Each element of equipment and material shall become the property of the customer if payment for this equipment and materials is made at the expense of the customer.

41. Upon completion of all types of works, the contractor shall conduct tests fourteen calendar days before submitting the act of putting the facility into operation. If the engineer does not accept the test results upon completion of construction, he refuses to sign the act of putting the facility into operation.

42. The contractor shall pay all duties, fees, rent, and other payments for the purchase and importation of materials and equipment into the facility, as well as for the disposal of materials after the completion of works.

43. Amendments to the contract shall be initiated only by the engineer before the facility is put into operation.

44. When issued instructions by the engineer, the contractor shall carry out all changes made and accept obligations for the execution of each such change.

45. The engineer shall delegate certain powers to assistants to inspect and verify the contractor's works in accordance with their duties. At the same time, assistant engineers do not make decisions, but are authorized to give instructions to the contractor on the execution of the contract within the limits of powers delegated to the assistants. Assistant engineers are authorized to make suggestions to the author, engineer, and customer.

46. The instructions issued by the engineer or assistant engineer, as well as instructions and proposals within the framework of the execution of the contract, shall be carried out by the contractor in strict accordance with the contract.

47. In the event of replacing an engineer, the customer shall notify the contractor at least twenty-one calendar days before the planned date of replacement.

48. The engineer shall release any of the contractor's and (or) subcontractor's personnel in case of improper performance of their obligations, for which the contractor and (or) subcontractor shall take appropriate measures within seventy-two hours, and the contractor is authorized to appeal the engineer's actions.

49. Each engineer's change includes one or more of the following changes:

- 1) change in the quality of any element of works;
- 2) the cost of such a change;
- 3) changes in the deadlines for completing works.

The contractor shall not make any changes to the contract and design estimate documentation without the agreement of the author and the engineer.

50. The contractor is authorized to initiate a proposal to the author and the engineer to make changes to the project, allowing to speed up the process of completing the works, reduce the cost of performing the works, extend the further operation of the facility and increase the efficiency of the works performed, while not yielding to the approved characteristics of the project. The costs of the redesign are borne by the contractor; if the author and engineer accept the proposed changes to the project, the resulting savings shall be

distributed between the contractor and the customer in equal shares. This redesign shall be subject to re-examination with a positive conclusion and shall be approved by the customer.

51. The engineer shall take immediate actions on all claims of the contractor and the customer. In this case, to reach an agreement, the engineer shall consult with all parties within twenty-eight calendar days from the receipt of the claims.

52. Changes shall be made to the SWV, which are formalized by an application for change according to the standard form of an application for change in the statement of works volumes, in accordance with Appendix 3 to these Rules, subject to coordination and approval by the engineer.

Changes to the SWV shall be made by including additional or deleting existing items specified in it, changing their physical volume, or changing unit prices. The initiator of changes shall be any of the project participants (customer, contractor, engineer).

Basic conditions for making changes to the SWV shall be:

1) identification of additional volumes of works not provided for in the design and estimate documentation;

2) the need to make changes to previously adopted technical solutions specified in the contract;

3) until the physical volumes of works is clarified based on the results of their implementation.

53. Applications for changes shall be subject to prior approval with the customer before their approval in the following cases:

1) increase in the total cost of SWV;

2) the impact of changes on the deadlines of construction works and execution of the contract.

54. Preliminary approval with the customer of applications for changes in the SWV and additional works shall not be required in the following cases:

1) requiring prompt execution, performance related to the elimination of accidents and emergencies, as well as other works aimed at timely eliminating the threat of death and harm to human health and the environment, as well as damage to other people's property and the property of the customer;

2) the need for prompt implementation of a mandatory nature, due to the likelihood of a long suspension of works (over ten calendar days) due to the impossibility of their implementation in other areas of the project.

55. Upon completion of the works, the contractor shall carry out inspections, trials and tests taking into account the requirements of current regulations in the field of highway construction.

56. The contractor shall notify the engineer twenty-one calendar days in advance of inspections, trials and tests.

57. The engineer, within fourteen calendar days from the date of receipt of notification of the start of works on inspections, trials, and tests, shall review and take measures based on its results.

58. If, according to the results of the check, testing, inspection, measurement of equipment and materials for quality, non-compliance with the contract is detected, the engineer shall refuse to accept the works performed using such equipment and materials. In this case, the contractor shall eliminate the comments and perform the works in accordance with the contract.

When conducting repeated tests, additional costs are borne by the contractor at his own expense.

59. In the event of an unreasonable delay in carrying out inspections, trials, and tests on the part of the contractor in accordance with the terms of the contract, the engineer, according to his official duties, shall send a notification to the contractor requiring him to conduct such tests within twenty-one calendar days after receipt of this notification. The contractor shall carry out the above inspections, trials, and tests on the day or days specified by him within the mentioned period and inform the engineer.

60. In case of non-fulfillment of the engineer's requirements on the need for inspections, trials, and tests within the established time frame, the customer shall engage another organization to conduct inspections, trials, and tests on the facility at the expense and risk of the contractor. Inspections, trials, and tests will be considered conducted in the presence of the contractor, and the results will be accepted as accurate.

61. If the work does not comply with the requirements of established standards, the contractor shall conduct repeated inspections, trials, and tests based on the results of eliminating the discrepancy as directed by the engineer.

62. Works, parts of works, or a facility shall be accepted based on the results of obtaining positive results from inspections, trials, and tests.

63. Based on the results of inspections, trials and tests, the contractor shall send a notification to the engineer and the author about the need to put the facility into operation.

64. From the date of receipt of this notification, the engineer shall request from the contractor a declaration of conformity, conclusions on the quality of construction and installation works, and the compliance of the works performed with the project.

65. The customer, based on the declaration of conformity, the author's conclusion on the conformity of the works performed on the project, conclusions on the quality of construction and installation works, and compliance of the works performed with the project together with the contractor, shall check the executive documentation for availability and completeness, in order to ensure compliance with technological, architectural - construction and other technical solutions and technical and economic indicators of commissioned construction projects, decisions and indicators, inspect and put the facility into operation according to the act of putting the facility into operation.

66. If violations of approved design solutions and state (interstate) standards are detected, as well as in the presence of negative conclusions, the customer shall put the facility into operation after the contractor eliminates the violations.

67. When identified violations are eliminated, the facility shall be put into operation.

68. The contractor shall ensure the safety of the works performed, materials, and equipment until the date of acceptance of the works performed, after which the safety shall be transferred to the customer.

In the event of damage or defects occurring at the facility during the execution of the contract by the contractor, the contractor will eliminate all damage and defects at his own expense and risk.

69. Providing the customer with design and estimate documentation, a declaration of conformity, the author's conclusion on the compliance of the works performed with the project, conclusions on the quality of construction and installation works, and the compliance of the works performed with the project does not relieve the contractors for construction and installation works and the engineer of the requirements for the works performed during the construction and putting the facility into operation.

70. The contractor's warranty period begins from the moment the customer signs the act of putting the facility into operation.

71. Quality guarantees for structural elements and design works shall be provided by regulatory warranty periods determined by indicators of operational condition, deadlines for eliminating defects, their standard value and significance in the spring-summer-autumn and winter period in the form according to Appendix 4 to these Rules, including for:

- 1) subgrade and base layers of road pavement - at least five years;
- 2) coverings made of cement concrete - at least five years;
- 3) bridges, overpasses, tunnels, underpasses - at least five years;
- 4) culverts - at least five years;
- 5) barrier fences - at least five years;
- 6) the top layer of asphalt concrete coating - at least five years;
- 7) the bottom layer of coating - at least five years;
- 8) wear layers - at least three years;
- 9) road signs - at least three years;
- 10) signal posts - at least two years;
- 11) road markings - at least six months.

72. If defects, damage, or comments are detected that were caused by the contractor, the customer and (or) engineer shall duly notify the contractor about this. At the same time, the contractor shall not be responsible for defects, damage, and comments resulting from poor-quality operation.

73. The contractor shall perform all works to eliminate the identified (formed) defects and comments in accordance with the notification received from the customer and (or) engineer no later than the expiration date of the warranty period for the works or work site.

74. The contractor shall perform all works and ensure that the facility is maintained in proper condition in accordance with the terms of the contract until the end of the warranty period.

75. If the contractor fails to eliminate defects or damages within a reasonable time, the customer shall set a fixed date no later than which the defect or damage is eliminated.

If the contractor fails to eliminate defects or damages before the fixed date set by the customer, the customer shall carry out the works independently or with the involvement of other persons at the expense of the contractor. In this case, the contractor shall not guarantee the quality of the works performed to the customer, but the contractor shall reimburse all costs associated with the elimination of defects and damages.

76. After all defects and damages have been eliminated, the customer shall have the right to require additional inspections and tests to be carried out by sending the appropriate notification to the contractor at the expense and risk of the contractor.

77. Upon expiration of the warranty period, the engineer, based on the results of eliminating all defects and comments on the part of the contractor, shall draw up and send to the contractor a certificate of proper execution of the contract.

### **Chapter 3. Procedure for financing construction and reconstruction, major, medium, current repairs, maintenance, diagnostics, certification and instrumental syrveing of public roads of international and republican significance**

78. The customer shall carry out the financing of projects for construction and reconstruction, major, medium, current repairs, maintenance, diagnostics, certification and instrumental surveying of public roads of international and republican significance in accordance with the Law of the Republic of Kazakhstan "On architectural, urban planning and construction activities in the Republic Kazakhstan" and the order of the Minister of National Economy of the Republic of Kazakhstan dated March 19, 2015 № 229 "On approval of the Rules for organizing activities and performing the functions of the customer (developer )" (registered in the Register of state registration of regulatory legal acts № 10795, as well as these Rules.

79. The cost of works on current repairs and maintenance of public roads of international and republican significance shall be determined on the basis of estimated standards and prices approved by the order of the acting Minister for Investments and Development of the Republic of Kazakhstan dated June 17, 2015 № 705 "On approval of funding standards for repairs and maintenance of public roads of international and republican significance and management of road activities" (registered in the Register of state registration of regulatory legal acts № 11928).



80. When conducting tender procedures, the customer shall draw up a list of technical tasks to be completed. The potential supplier shall provide a price proposal (quote) for each type of works, taking into account taxes, overhead costs, insurance, installation, cost of equipment, materials, labor costs, and profit.

81. The volumes presented in the list (SWV) shall be reserve. The basis for payment is the actual volumes of works performed, measured and estimated by the engineer, according to the SWV proposed by the contractor at the time of the tender.

82. Rates for items for which the contractor has not submitted prices, or for volumes of works that are not in the SWV, but are available in the technical specifications and drawings, shall be distributed among other rates and prices specified in the SWV, for which separate payment shall not be made.

83. The cost per unit of works specified in the SWV as part of the customer's tender documentation may differ from the SWV specified in the contractor's tender application. During the tender, the contractor shall be given the right to determine the unit prices for each type of SWV works and make changes (clarifications) in the volumes and types of works based on the results of a detailed analysis of the feasibility study and (or) design and estimate documentation.

If the design and estimate documentation provides for the performance of works for which a separate price is not provided in the contractor's SWV, then the cost of such works shall be provided for in other prices of the contractor's SWV.

The physical volume specified in the SWV is design and shall be adjusted up or down during the execution of the contract and the acceptance of certain types of works, taking into account their actual performance.

84. The prices specified in the SWV shall be subject to changes in the following cases:

1) for additional volumes of works exceeding by more than ten percent provided for in the contract;

2) exceeding the contract amount by more than ten percent.

85. The engineer shall draw up new prices in the absence of these types of works in the contract, related to the appearance of additional volumes of works and changes to the project based on data provided by the contractor. At the same time, the engineer shall correct such data.

86. Payment for completed volumes of works shall be carried out in accordance with the financing plan, drawn up on the basis of the works production schedule and which is an integral part of the contract.

87. The contractor shall submit a schedule of works production within twenty-eight calendar days from receipt of notification on the start date of works with a description of the entire sequence of works, a list of subcontractors, responsible persons and other information provided for by these Rules and the contract.

88. The schedule of works production shall be agreed upon with the engineer within twenty-eight calendar days from the date of receipt; if the engineer fails to provide approval within the prescribed period, the document shall be considered agreed upon without comments.

89. The schedule of works production corresponds to the deadlines specified in the contract; in the absence of such compliance, the engineer shall initiate a revision of this document.

The contractor shall promptly warn the engineer about possible consequences, events, and circumstances that in the future will negatively affect the fulfillment of accepted obligations, providing information on additional volumes of works (if any).

90. If the contractor lags behind the works production schedule due to the contractor's fault, the engineer shall inform the customer of the need to withhold penalties in the amounts determined by the contract from the interim payment certificates.

91. The contractor completes the works and all sections of the works within the time limits specified in the contract, including:

- 1) positive completion of inspections, trials, tests;
- 2) elimination of comments issued by the engineer during the construction period;
- 3) completion of all works specified in the contract to ensure the transfer of the facility to the customer.

92. The customer, after signing the contract, within thirty calendar days from the date the contractor provides security for the return of the advance payment, shall pay an advance payment in the amount of up to thirty percent of the contract value.

93. The engineer, within twenty-eight calendar days from the receipt of the report from the contractor, shall issue an interim payment certificate if the amount of the certificate is more than one percent of the total contract value.

94. The engineer shall refuse to accept the volumes of works if the work performed does not meet the requirements of the contract or there are defects until they are eliminated. For these purposes, the engineer shall make changes and corrections to the interim payment certificates.

95. The certificate of interim payment is not a confirmation document of acceptance of high-quality works performed.

96. The customer shall pay the contractor the amounts according to the interim payment certificates within thirty calendar days from the date of approval by the engineer. Any discrepancies shall be eliminated and compensated by the next payment to the contractor.

97. If the customer delays payment under the interim payment certificate, the contractor shall notify the customer at least twenty-one calendar days in advance of the suspension of works or reduction in the pace of works.

If the contractor subsequently receives payments under the interim payment certificate from the customer before sending a notification of the suspension of works or a decrease in the pace of works, the contractor shall continue to work.

98. The contractor, on a monthly basis, no later than the twentieth day of the reporting month, shall submit to the customer through the Unified Information System (E-Qurylys), signed with electronic digital signature keys, the certificates of works completed with attachment of executive and technical documentation, interim payment certificates and other documents determined by the customer under the contract. The customer shall review and sign the documents submitted by the contractor within five working days from the date of their receipt in full. In case of refusal to sign them, the customer shall send the contractor a written reasoned refusal indicating deficiencies in the submitted documents that need to be eliminated. Until such deficiencies are eliminated, the acceptance certificates for completed works shall not be signed by the customer, and the works shall be considered not completed.

99. The interim payment certificate shall be subject to approval by the customer and payment after approval by the engineer within twenty-eight calendar days, except for the following cases:

- 1) the customer identifies inconsistencies or errors in the approved interim payment certificate;
- 2) suspension of project financing;
- 3) sequestration of the draft budget;
- 4) conducting legal proceedings with the contractor related to the performance of works at the current facility or another facility of the customer; the performance of works at which the same contractor is involved;
- 5) identification of corrupt or fraudulent actions on the part of the contractor;
- 6) detection of cases affecting the customer's decision to terminate the contract.

In cases where the customer does not agree on the interim payment certificate for the reasons specified in sub-paragraphs 2) and 3) for a period of more than three months from the date of receipt of the interim payment certificates for approval, the contractor shall claim reimbursement for the maintenance of the contractor's staff.

Appendix 1 acting  
Minister of Transport  
of the Republic of Kazakhstan  
dated January 5, 2024 № 8  
to the Rules for the implementation  
and financing of works for construction,  
reconstruction, repair, maintenance,  
diagnostics, certification, and  
instrumental surveying of public roads  
of international and republican  
significance

**The standard form of the act of acceptance and transfer of the construction site  
The act of acceptance and transfer of the object of the highway section**

Name of construction:

\_\_\_\_\_

(name of the facility)

We, the undersigned:

\_\_\_\_\_

(Customer's representative)

\_\_\_\_\_

(Engineer's representative)

\_\_\_\_\_

(Contractor's representative)

We hereby confirm that the above-mentioned object  
is transferred to the contractor

\_\_\_\_\_

as part of the project implementation

\_\_\_\_\_

to perform works on the automobile section, which assumes  
all responsibility according to the contract.

At the time of the inspection, it was established that  
the passage of vehicles was provided on the existing section of the highway.

Representative Position Full name Date, Signature

This act of acceptance and transfer of the construction site is drawn up in three copies,  
one for each party.

Appendix 2 acting  
Minister of Transport  
of the Republic of Kazakhstan  
dated January 5, 2024 № 8  
to the Rules for the implementation  
and financing of works for construction,  
reconstruction, repair, maintenance,  
diagnostics, certification, and  
instrumental surveying of public roads  
of international and republican  
significance

**Standard form for notifying an engineer about the start date of works  
Act of notification of the start date of works**

\_\_\_\_\_

(name of contracting organization)

The engineer notifies you of the need to start works on:

\_\_\_\_\_

(name and location of the facility)

from \_\_\_\_\_ (start date of works on the facility)

Appendix 3 acting  
Minister of Transport  
of the Republic of Kazakhstan  
dated January 5, 2024 № 8  
to the Rules for the implementation  
and financing of works for construction,  
reconstruction, repair, maintenance,  
diagnostics, certification, and  
instrumental surveying of public roads  
of international and republican  
significance

**The standard application form for a change in the statement of works volumes**

Name of the construction:

\_\_\_\_\_

(name of the facility)

The basis of the application:

\_\_\_\_\_

\_\_\_\_\_

(description of the reason for the change).

Basic indicators:

1) Whether contractual rates apply: yes , no .

2) Does this application affect the construction time: yes, no .

Statement of works volumes:

№	Description	Contract price				Changes			Cost of change
		Unit of measurement	Quantity	Price	Cost	Quantity	Price	Cost	
1									
Total:									
VAT (Value Added Tax):									
Total including VAT:									

\_\_\_\_\_

(Engineer's representative, full name, signature, seal, date)

\_\_\_\_\_

(Contractor's representative, full name, signature, seal, date)

Appendix 4 acting  
Minister of Transport  
of the Republic of Kazakhstan  
dated January 5, 2024 № 8  
to the Rules for the implementation  
and financing of works for construction,  
reconstruction, repair, maintenance,

**Indicators of operational condition, deadlines for defects elimination,  
their standard value and significance in the spring-summer-autumn and winter period**

s/n	Name of indicator	The unit of measurement for the defect elimination parameter	Standard value of the indicator during operation		Value of the indicator at the time of transfer of the facility to the Customer	Significance of the defect
			during the warranty period	after the warranty period		
I. Indicators of the operational condition of road elements in the spring-summer-autumn period						
I.1. Covering of the roadway (including the roadway of bridge structures), edge strips at the side of the road						
1	Longitudinal cracks with an opening width of more than 0.5 centimeters (usually accompanied by a fine network of cracks). These do not include longitudinal cracks at the junctions of traffic lanes (removal period is 5 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
2	Oblique cracks with a direction from the axis of no more than 30 degrees, usually accompanied by branches that are not interconnected. (removal period – 5 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential

3	A network of cracks (usually on run-up strips or in places of subsidence) (removal period - 5 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
4	Potholes in networks of cracks that look like depressions with sharply defined edges. (removal period – 10 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Dangerous
5	Rutting of the pavement is more acceptable, expressed in terms of distortion of the transverse profile of the pavement, localized along the run-up strips. (removal period – 15 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Dangerous
6	Drawdowns in the form of a distortion of the transverse profile, which looks like a depression with rounded edges. (removal period – 15 days during the	1000 m <sup>2</sup>	Not allowed	Not allowed		Dangerous

	construction season)				Not allowed	
7	Breaks in the form of complete destruction of the road pavement throughout its entire thickness with a sharp distortion of the pavement profile. (removal period – 5 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Dangerous
8	Peeling in the form of separation of stone material from the coating as a result of insufficient adhesion to the binder. (removal period – 15 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
9	Spalling - the formation of shells on the coating up to 20 millimeters deep (removal period - 15 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
10	Waves in the form of alternation on the surface of depressions and crests every 0.5-2 m in the	1000 m <sup>2</sup>	Not allowed	Not allowed		Dangerous



	longitudinal direction. (removal period – 15 days during the construction season)				Not allowed	
11	Shifts – displacement of the coating under the influence of horizontal forces from the wheels of vehicles (removal period – 15 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Dangerous
12	Edging (edge damage) – destruction of the edge of the roadway or reinforcement strip. (removal period is 15 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
13	Presence of untreated areas of bitumen sweating (removal period – 4 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Dangerous
14	Presence of foreign objects creating an emergency situation in the absence of appropriate road signs (removal period – 1 hour)	1000 linear meters	Not allowed	Not allowed	Not allowed	Dangerous
	Presence of stripes of					

15	contamination at the edges of the coating (removal period – 5 days during the construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
16	Presence of contamination on the coating (removal period – 1 day)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
17	Opened untreated cracks in the coating (removal period – 5 days during the construction season)	100 m	Not allowed	Not allowed	Not allowed	Essential
18	The rut on the coating is up to 50 millimeters deep (removal period: 5 days during construction season)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential

## I.2. Subgrade, right-of-way

1	Presence of foreign objects on the dividing strip, roadsides and slopes of the roadbed that affect traffic safety (removal period - 1 day)	1000 linear meters	Not allowed	Not allowed	Not allowed	Insignificant
2	The elevation of the roadsides above the roadway in the absence of a curb is more than 3 centimeters for more than 100 m (removal	1000 linear meters of roadsides	Not allowed	Not allowed		Essential

	period - 7 days )				Not allowed	
3	Lowering of the roadsides relative to the adjacent edge of the roadway in the absence of a curb by more than 5 centimeters for more than 30 m (removal period - 7 days )	1000 linear meters of roadsides	Not allowed	Not allowed	Not allowed	Essential
4	Damages to the reinforced part of the roadside ( transverse breaks more than 20 centimeters wide and more than 10 centimeters deep) (removal period - 14 days)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
5	Presence of longitudinal gullies in the reinforced part of the roadsides more than 10 centimeters wide and 10 centimeters deep, located at a distance of 1.5 m or more from the edge of the pavement ( removal period - 14 days)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
	Presence of individual damages, ruts, a n d subsidences of t h e					

6	unreinforced part of the roadside (for the spring period) (removal period – 5 days)	m2 per 1000 m2 unfixed parts of roadsides	Not allowed	Не более 1.5	Not allowed	Essential
7	Presence of trees and shrubs on roadsides, slopes, and right-of-way (removal period – 7 days)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
8	Inoperable condition of the drainage system (spillways, water wells, drainage ditches) (removal period – 5 days)	1 meter	In working condition	In working condition	In working condition	Insignificant
9	Faulty condition of the storm sewer (removal period – 2 hours)	1 meter	Not allowed	No more than 1.5	Not allowed	Essential
10	Violation of the strengthening of roadsides (the transverse slope was not observed, the strengthening was made with material of large fractions without decluttering (removal period - 1 day)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
11	Exceeding the standard height of grass on the roadsides (removal period – 15 days)	1000 linear meters	No more than 15 centimeters	No more than 15 centimeters	No more than 15 centimeters	Insignificant

12	Exceeding the height of grass in drainage ditches and on slopes (removal period – 15 days)	100 m <sup>2</sup>	No more than 25 centimeters	No more than 25 centimeters	No more than 25 centimeters	Insignificant
13	Exceeding the height of grass in the right-of-way (removal period – 15 days)	1000 linear meters	No more than 40 centimeters	No more than 40 centimeters	No more than 40 centimeters	Insignificant
14	Presence of contamination within the right of way with household and construction waste (removal period – 15 days)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant

### I.3. Technical means of organizing traffic and arrangement elements

1	Installation of road sign panels in violation of current standards, norms, and rules (removal period – 3 days)	1 piece	Not allowed	Not allowed	Not allowed	Essential
2	Absence of kilometer signs and direction indicators installed according to the sign placement scheme (removal period - 1 day)	1 piece	Not allowed	Not allowed	Not allowed	Essential
3	Installation of a barrier fence in violation of current standards, norms, and rules or its absence in the	1000 linear meters	Not allowed	Not allowed		Essential

	required places (removal period - 5 days)				Not allowed	
4	Absence or non-conforming installation of signal columns in the required places (removal period is 5 days)	1 piece	Not allowed	Not allowed	Not allowed	Essential
5	Presence of vegetation that impedes the visibility of technical means of traffic management (road signs, guide devices, traffic lights, etc.) from a distance of less than 100 m. (removal period – 3 days)	1 piece	Not allowed	Not allowed	Not allowed	Essential
6	Presence of damage to the covering of the bus stop and landing areas (removal period – 5 days)	1 piece	Not allowed	Not allowed	Not allowed	Insignificant
7	Presence of damages to the structures of bus stop pavilions (removal period – 5 days)	1 piece	Not allowed	Not allowed	Not allowed	Insignificant
8	Lack of benches at the bus stop (removal period – 7 days)	1 piece	Not allowed	Not allowed	Not allowed	Insignificant
	Defects in the coating of rest areas and areas					

9	for stopping and parking of motor vehicles (removal period - 5 days )	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
10	Presence of dirt on road signs (removal period – 3 days )	1 piece	Not allowed	Not allowed	Not allowed	Insignificant
11	Presence of dirt on the fences ( removal period – 3 days)	1000 linear meters	Not allowed	Not allowed	Not allowed	Insignificant
12	Presence of dirt on signal posts (removal period – 3 days )	1 piece	Not allowed	Not allowed	Not allowed	Insignificant
13	Presence of dirt on bus stop pavilions ( removal period – 3 days)	1 piece	Not allowed	Not allowed	Not allowed	Insignificant
14	Presence of dirt and debris at bus stops, rest areas and vehicle parking areas ( removal period – 3 days)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
15	Reducing the specific luminous intensity coefficient (to a level not lower than) of road signs with a retroreflective surface ( removal period - 1 day)	–	Not less than: provided for in the project	35 Cd.lx-1.m-2 – for white color	35 Cd.lx-1.m-2 – for white color	Essential
				20 – yellow	20 – yellow	
				6 – red	6 – red	
				4 – green	4 – green	
				2 – blue	2 – blue	
	Insufficient average brightness of image elements of			No less: 90 Cd.m-2 – for white and yellow	No less: 90 Cd.m-2 – for white and yellow	

16	road signs with internal lighting should not be lower (removal period - 1 day)	-	Not less than: provided for in the project	10 – red 20 – green 5 – blue, no more than 4 - black	10 – red 20 – green 5 – blue, no more than 4 - black	Essential
17	Temporarily installed signs must be removed after eliminating the reasons that necessitated their installation (removal period - 1 day)	-	No more than 1 day	No more than 1 day	Not allowed	Insignificant
18	Damage to the paint of fences, except galvanized surfaces (removal period – 3 days)	1000 linear meters	Not allowed	Not allowed	Not allowed	Insignificant
19	Absence of fencing or presence of damaged fencing elements (removal period – 5 days)	100 meters	Not allowed	Not allowed	Not allowed	Essential
20	Presence of damaged signal posts (removal period – 5 days)	100 pieces	Not allowed	Not allowed	Not allowed	Essential
21	Illumination of the coating (number of working lamps )1 (removal period – 3 days )	-	100 %	100 %	100 %	Insignificant
22	Significant wear and tear of road markings (removal period – 7 days)	1000 linear meters of marking	No more than 5 %	No more than 5 %	No more than 5 %	Essential



23	The value of the marking adhesion coefficient is less (in % of the coating adhesion coefficient) (removal period - 1 day)	1000 linear meters of marking	Not less than 85 %	Not less than 75 %	Not less than 75 %	Essential
24	The luminous intensity coefficient of road markings is less than the values (removal period - 7 days)	1000 linear meters of marking	Not less than: 80 mcd*lc-1* m-2- for white and 48 - for yellow	Not less than: 80 mcd*lc-1* m-2- for white and 48 - for yellow	Not less than: 80 mcd*lc-1* m-2- for white and 48 - for yellow	Essential
25	Absence or damage to road signs and indicators (except for signs 2.1. - 2.7) (removal period - 3 days)	1 piece	No more than 3 days	No more than 3 days	Not allowed	Essential
26	Absence or damage of road signs 2.1 - 2.7 (removal period - 1 day)	1 piece	No more than 1 day	No more than 1 day	Not allowed	Dangerous
27	Absence of necessary signs and indicators in case of changed traffic conditions and during maintenance work (removal period - 4 hours)	1 piece	No more than 4 hours	No more than 4 hours	Not allowed	Essential
28	Local damages to side stones (minor damages up to 3 centimeters deep with a total area of more than 20% or local	100 meters	Not allowed	Not allowed		Insignificant

	damage more than 3 centimeters deep) (removal period - 3 days )				Not allowed	
29	Side stones with concrete chipped to the reinforcement (removal period – 3 days )	100 meters	Not allowed	Not allowed	Not allowed	Insignificant
30	Presence of dried snow-protective and decorative plantings or their individual shoots, overgrown with grass and affected by pests and diseases ( removal period - 7 days)	1 kilometer	Not allowed	Not allowed	Not allowed	Insignificant

#### I.4. Culverts

1	Stagnation of water at the heads of culverts ( removal period – 7 days)	1m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
2	Local destructions of the reinforcement of the channel or pipe bed ( repair period – 7 days)	1 m <sup>2</sup>	Not allowed	No more than 0.3 m <sup>2</sup>	Not allowed	Insignificant
3	Local damages to the heads of culverts ( removal period – 7 days), no more	1 m <sup>2</sup>	Not allowed	No more than 0.3 m <sup>2</sup>	Not allowed	Insignificant
	Siltation of culverts by more than 1/3					

4	of the cross-section (removal period – 7 days)	1 meter	Not allowed	Not allowed	Not allowed	Insignificant
5	Erosion or non-cleaning of the inlet and outlet channels of watercourses at the heads of culverts (removal period - 3 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
6	Presence of grass more than 25 centimeters high or trees and shrubs near the heads of culverts (removal period - 7 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
7	Presence of unsealed seams between the links of culverts (removal period - 10 days)	1 meter	Not allowed	Not allowed	Not allowed	Essential

#### I.5. Bridge structures

1	Contamination of the safety strip of the driving surface of bridge structures (removal period – 3 days)	1 kilometer	Not allowed	Not allowed	Not allowed	Insignificant
2	Clogging of drainage pipes (removal period: 3 days)	1 piece	Not allowed	Not allowed	Not allowed	Essential
	Presence of cracks in reinforced concrete structures of spans with an opening of more than 0.3					

3	millimeters, cavities, chips, and other damages to the protective layer, exposed reinforcement (or the reinforcement is not coated with a protective anti-corrosion coating) (removal period - 5 days )	1 piece	Not allowed	Not allowed	Not allowed	Essential
4	Presence of cracks in the coating above expansion joints (removal period – 5 days )	1 meter	Not allowed	Not allowed	Not allowed	Essential
5	Contamination of railings ( removal period – 5 days)	1 meter	Not allowed	Not allowed	Not allowed	Insignificant
6	Contamination of safety fences ( removal period – 5 days)	1 meter	Not allowed	Not allowed	Not allowed	Insignificant
7	Presence of grass on the slopes of cones , height ( removal period – 15 days)	more than 1 m <sup>2</sup>	No more than 25 centimeters	No more than 25 centimeters	No more than 25 centimeters	Insignificant
8	Contamination of drainage trays and water intake wells ( removal period – 7 days)	1 meter	Not allowed	Not allowed	Not allowed	Insignificant
9	Contamination of staircases ( removal period – 7 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
10	Contamination of support units (removal	1 piece	Not allowed	Not allowed		Insignificant

	period – 7 days )				Not allowed	
11	Contamination of the surfaces of span structures (removal period – 7 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
12	Presence of individual potholes on the pavement surface, per 100 m <sup>2</sup> of sidewalk area (removal period - 3 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
13	Absence or damage to railing elements on the structure and on staircases (removal period – 3 days)	1 meter	Not allowed	Not allowed	Not allowed	Essential
14	Presence of damages to the paint layer of metal structures of buildings (removal period – 7 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
15	Presence of uncut trees and shrubs in the area under the bridge (removal period – 14 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
16	Lack of vertical markings on supports and spans of overpasses and bridge structures (removal period – 7 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant

17	Presence of stagnant water on the surface of the roadway and sidewalks of bridge structures (removal period – 3 days)	100 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
18	Absence of traffic management signs on the bridge structure in accordance with the bridge passport (removal period – 1 day)	1 piece	Not allowed	Not allowed	Not allowed	Dangerous
19	Clogging of the under-bridge bed (removal period – 14 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
20	Erosion of the embankment at the junction with the bridge (removal period - 7 days)	1 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant
21	Presence of subsidences more than 10 centimeters deep at the junction of the bridge and the road (removal period - 3 days)	100 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential

## II. Indicators of the operational condition of road elements in winter

### II.1. The roadway (including the roadway of bridge structures), edge strips at the side of the road

	Insufficient width for clearing the roadway from snow (with the permissible thickness of					
--	--	--	--	--	--	--

1	the loose layer of snow during snowfall and before the end of snow removal) (removal period - 3 hours)	1000 m <sup>2</sup>	Full width (no more than 10 millimeters)	Full width (no more than 10 millimeters)	Full width (no more than 10 millimeters)	Dangerous
2	Presence of winter slipperiness not caused by snow deposits (removal period - 3 hours)	1000 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Dangerous
3	Damage to the coating (removal period - 5 days)	100 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Essential
4	Presence of snow and ice deposits in bait and waste chutes (removal period - 5 days)	100 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant

## II.2. Fortified part of the roadside outside the reinforced strip

1	Presence of snow banks near fences on the side of the road in areas that do not allow snow to be thrown over the barrier fences (removal period - 3 days)	1000 linear meters of curb	No more than 3 days	No more than 3 days	No more than 3 days	Essential
2	Presence of snow banks on sections of the road equipped with acoustic screens within the width established from these screens to	1000 linear meters of curb	No more than 3 days	No more than 3 days	No more than 3 days	Essential

	barrier fences (removal period - 3 days)					
II.3. Technical means of organizing traffic and arrangement elements						
1	Presence of road sign boards in violation of current standards, norms, and rules (removal period – 1 day)	1 piece	Not allowed	Not allowed	Not allowed	Essential
2	Presence of a barrier fence in violation of current standards, norms, and rules (removal period - 5 days )	1 kilometer	Not allowed	Not allowed	Not allowed	Essential
3	Presence of snow and ice deposits that impede the perception of information on road signs (removal period – 1 day)	1 piece	Not allowed	Not allowed	Not allowed	Essential
4	Presence of snow shafts that impede the visibility of the working elements of road fences and vertical markings (removal period – 1 day)	1 kilometer	Not allowed	Not allowed	Not allowed	Essential
5	Dirty, snow-covered, reflective elements on the surface of fences that do not provide a retroreflective effect (removal period - 1 day)	100 pieces	Not allowed	Not allowed	Not allowed	Essential



6	Absence of road signs in dangerous areas from the moment of detection of the danger (removal period - no more than 4 hours)	1 piece	No more than 4 hours	No more than 4 hours	Not allowed	Essential
7	Presence of snow and ice deposits on the bus stop and landing areas (removal time - no more than 1 day)	1 piece	Not allowed	Not allowed	Not allowed	Insignificant
8	Presence of snow and ice deposits on the surface of recreation areas and parking lots (removal period - no more than 1 day)	100 m <sup>2</sup>	Not allowed	Not allowed	Not allowed	Insignificant

#### II.4. Culverts

1	Presence of snow and ice deposits in the pipe body in the period before the spring flood (removal period – 5 days)	1 piece	No more than 2/3 of the diameter	No more than 2/3 of the diameter	No more than 2/3 of the diameter	Insignificant
2	Presence of unclosed pipe openings (removal period – 5 days)	1 piece	Not allowed	Not allowed	Not allowed	Insignificant

#### II.5. Bridge structures

1	Loose (compacted) snow on sidewalks and staircases after snow removal is completed, no more (	1 m <sup>2</sup>	No more than 5(3)	No more than 5(3)		Essential
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	removal time - 3 hours)				No more than 5(3)	
2	The period for clearing sidewalks of snow deposits from the moment of detection (removal period - 3 hours)	1 m <sup>2</sup>	No more than 1	No more than 1	–	Essential
3	Clogged drainage pipes (removal period – 7 days)	1 piece	Not allowed	Not allowed	Not allowed	Essential
4	Presence of snow deposits in the drainage trays of expansion joints during the period of spring snowmelt (removal period - 3 days)	1 meter	Not allowed	Not allowed	Not allowed	Essential
5	Presence of anti-icing materials on the safety fence (removal period – 7 days)	1 meter	Not allowed	Not allowed	Not allowed	Insignificant
6	Presence of anti-icing materials on the railing (removal period – 7 days)	1 meter	Not allowed	Not allowed	Not allowed	Insignificant
7	Presence of snow and dirt on the reflective elements of safety fences (removal period – 1 day)	1 meter	Not allowed	Not allowed	Not allowed	Essential
	Presence of snow in drainage trays in the period					

8	before the start of spring snowmelt (removal period - 7 days)	1 meter	Not allowed	Not allowed	Not allowed	Insignificant
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