



MINISTRY OF TRANSPORTATION

SCHEDULE "21"

Maintenance Specifications

2003-2004

HIGHWAY MAINTENANCE CONTRACTS

MAINTENANCE SPECIFICATIONS

FEBRUARY 2003

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INTRODUCTION

The Maintenance Specifications are described in this document under the following categories:

- Surface Maintenance
- Drainage Maintenance
- Winter Maintenance
- Roadside Maintenance
- Traffic Maintenance
- Structure Maintenance
- Emergency Maintenance
- Inspection

A. MAINTENANCE SERVICES

Maintenance Services are comprised of two general groups of maintenance activities as follows:

- | | |
|---------------------------------|--|
| Routine Maintenance Services | <p>Consists generally of the maintenance and repair of the Highway and Bridge infrastructure:</p> <ol style="list-style-type: none">1. to a condition that is safe for the travelling public and other Highway Users;2. that is of an unpredictable and/ or non-quantifiable and/ or non-measurable nature as implied by the response times, frequencies and other conditions specified;3. of such a predictable and/ or cyclical nature that the quantity of work is determined by the frequency specified; and4. that is not specifically described as Quantified Maintenance Services. |
| Quantified Maintenance Services | <p>Consists generally of the maintenance and repair of the Highway and Bridge infrastructure:</p> <ol style="list-style-type: none">1. to a condition that is safe for the travelling public and other Highway Users;2. that is of a reasonably predictable or seasonal in nature;3. that is of a minor restorative nature affecting the life cycle of the Highway and Bridge infrastructure; or4. that is quantifiable and measurable; and5. that is to be planned within the Contract Year to the limit of the identified quantities. |

Maintenance Services are set out in each Maintenance Specification in the following manner:

Section 1 Objective	The objective or intent of each Maintenance Specification.
Section 2 General Performance Specifications	2.1 a brief description of the requirements for Routine Maintenance Services;
	2.2 a brief description of the requirements for Quantified Maintenance Services.
Section 3 Detailed Performance Specifications	3.1 a detailed description of the requirements for Routine Maintenance Services, including locations, time frames and materials;
	3.2 a detailed description of the requirements for Quantified Maintenance Services, including locations, time frames and materials.
Section 4 Warranty	The warranty provisions, when applicable.

B. MATERIALS

Whenever Section B of the Introduction to these Maintenance Specifications is referenced, the Contractor will use materials:

- in accordance with the Standard Specifications for Highway Construction; or
- in accordance with the Approved Products List; or
- as approved in writing by the Province.

B.1 Whenever Section B1 of the Introduction to these Maintenance Specifications is referenced, the Contractor will use materials and procedures in accordance with:

- the Standard Specifications for Highway Construction; or
- the Approved Products List; or
- materials as approved in writing by the Province.

C. INTERPRETATION

Words in these Maintenance Specifications will bear the meaning assigned to them in Chapter 9 of these Maintenance Specifications and in Article I of the Maintenance Agreement. In the event of a conflict between the meaning of a word assigned by Chapter 9 of these Maintenance Specifications and the meaning assigned by Article I of the Maintenance Agreement, the former meaning will prevail.

Whenever more than one Maintenance Specification or more than one part of a Maintenance Specification applies to a particular Highway location, condition, circumstance or activity, the Contractor will comply with each and every applicable Maintenance Specification or part of a Maintenance Specification.

D. WARRANTIES

The warranties set out in these Maintenance Specifications will survive the expiration or termination of the Maintenance Agreement. Where a Contractor performs work as a result of a deficiency covered by a warranty in these Maintenance Specifications, the Contractor will not be credited for that work under Quantified Maintenance Services.

E. MAINTENANCE SERVICES COMPLETION

Wherever the time within which work must be performed by the Contractor under these Maintenance Specifications exceeds the time remaining in the Term, the Contractor will, notwithstanding any other provision of these Maintenance Specifications, perform the work prior to the end of the Term.

F. ROAD INVENTORY MANAGEMENT SYSTEM

- a) That part of the Province's Road Inventory and Maintenance System (RIMS) relating to the Service Area, including the Area Specific Information and the Bridge and Yard Information set out in Volume III and Volume IV of the Request for Proposals for the Service Area, is incorporated by reference and forms a part of these Maintenance Specifications.
- b) The Province may from time to time, and in its sole discretion, add to, delete from, or modify the information set out in the RIMS.
- c) If the Contractor identifies any discrepancies between the RIMS information for the Service Area and the road features actually present in the Service Area, the Contractor will notify the Province immediately of any such discrepancies.

G. ADDITIONAL MAINTENANCE SERVICES

Certain Maintenance Specifications, mostly related to structure maintenance in Chapter 6, include a description of any fiscal financial responsibility or other specified financial capping, in order to limit the Contractor's exposure or risk. Any work which the Province directs the Contractor to perform beyond the specified financial caps will be performed by the Contractor as Additional Maintenance Services.

If the Contractor estimates that the cost to repair the Highway exceeds the financial caps identified in the respective Maintenance Specifications, the following will apply:

- a) the Contractor must immediately notify the Province and must provide an estimate, in writing, of the costs to repair the Highway;
- b) the Contractor must continue to perform the services as set out in the applicable Maintenance Specification, or until notified by the Province to cease;
- c) the Province may elect to do any one or more of the following:
 - i) instruct the Contractor to complete the work, or part thereof, in which case the Contractor will be entitled to payment in accordance with the terms of Part 2 of the Fee Schedule for the actual cost to the Contractor of completing the work that:
 - 1. is in excess of the financial caps set out in the applicable Maintenance Specification; and
 - 2. is included in the estimate provided under a) above; or

- ii) instruct another Contractor to complete the work, or part thereof; or
- iii) complete the work, or part thereof.

H. EMERGENCY MAINTENANCE SERVICES

For the Maintenance Specifications for *Flood Control and Washout Response*, *Mud, Earth and Rock Slide Response* and *Structure Damage Response*, the following will apply:

1. Subject to clause 3, the Contractor's liability, in each of the above Maintenance Specifications, will be limited in each contract year to two occurrences of \$25,000 each and to a maximum of \$5,000 for each subsequent occurrence.
2. If the Contractor estimates that at any Emergency Site, for any single occurrence of an emergency, the cost to repair the Highway in accordance with the respective Maintenance Specifications, exceeds the financial caps in 1. above, then the following will apply:
 - a) the Contractor must immediately notify the Province and must provide an estimate, in writing, of the costs to repair the Highway;
 - b) the Contractor must continue to perform the services as set out in the applicable Maintenance Specification, or until notified by the Province to cease;
 - c) the Province may elect to do any one or more of the following:
 - i) instruct the Contractor to complete the work, or part thereof, in which case the Contractor will be entitled to payment in accordance with the terms of Part II of the Fee Schedule for the actual cost to the Contractor of completing the work that:
 1. is in excess of the financial caps in 1. above; and
 2. is included in the estimate provided under 2. a) above; or
 - ii) instruct another Contractor to complete the work, or part thereof;
or
 - iii) complete the work, or part thereof.

3. In each contract year, the Contractor's combined liability for the three Maintenance Specifications listed above (*Flood Control and Washout Response, Mud, Earth and Rock Slide Response* and *Structure Damage Response*) will be limited to 2% of the annual contract price. The following occurrences will be credited towards the 2% cap:
 - a) all occurrences greater than \$10,000 before the two occurrences of \$25,000;
 - b) the two occurrences of \$25,000;
 - c) all occurrences up to \$5,000 after the two occurrences of \$25,000.
4. Should the Province and the Contractor mutually agree to apply Quantified Maintenance Services work credits towards an emergency event, the value of those work credits will not be included in the value of the emergency caps (\$25,000 or \$5,000) or be applied to the 2% cap.

Any Additional or Emergency Maintenance Services work over and above the stated caps will not be applied to the 2% cap.

Should the Contractor recover all or part of the cost of responding to an event through a Damage to Government Property claim, it will not be counted as an Emergency Event or count towards the 2% cap.

I. DAMAGE TO GOVERNMENT PROPERTY

All damages to Government Property will be repaired as Routine Maintenance Services regardless of whether the costs to repair those damages are recoverable by the Province from third parties or whether the Province reimburses the Contractor for any costs recovered.

All damages to Government Property caused by the Contractor are to be repaired by the Contractor as Routine Maintenance Services and will not be recoverable.

J. REFERENCED MANUALS

The following sets out a list of manuals that are referenced throughout these Maintenance Specifications and are required by the Contractor to perform the Maintenance Services. It is the Contractor's obligation to obtain these manuals and maintain them throughout the term of the Maintenance Agreement.

Canutec Emergency Response Guidebook, Transport Canada, Response and Operations Division

Manual of Standard Traffic Signs and Pavement Markings, Ministry of Transportation, September 2000 Edition

Can be accessed through the following Internet address:

http://www.th.gov.bc.ca/publications/eng_publications/eng_pubs.htm

Pavement Surface Condition Rating Manual, Ministry of Transportation, 2002

Can be accessed through the following Internet address:

http://www.th.gov.bc.ca/publications/const_maint/cmb_publications.htm

Recognized Products List, Ministry of Transportation, August 2002 Edition

Can be accessed through the following Internet address:

http://www.th.gov.bc.ca/publications/eng_publications/eng_pubs.htm

Sign Pattern Manual, Ministry of Transportation, February 2003

Can be accessed through the following Internet address:

http://www.th.gov.bc.ca/publications/eng_publications/eng_pubs.htm

Snow Avalanche Safety Measures for Highways Manual, Ministry of Transportation, 2003

Can be accessed through the following Internet address:

http://www.th.gov.bc.ca/mot_org/const_maint/snowavalanche/snow_av.htm

Specifications for Standard Highway Sign Materials, Fabrication and Supply, Ministry of Transportation, April 2003

Can be accessed through the following Internet address:

http://www.th.gov.bc.ca/publications/eng_publications/eng_pubs.htm

Standard Specifications for Highway Construction, Ministry of Transportation, 2003

To be purchased from the following Internet address:

<http://www.publications.gov.bc.ca/queries/help.html>

Or viewed at:

http://www.th.gov.bc.ca/publications/const_maint/cmb_publications.htm

Traffic Control Manual of Work on Roadways, Ministry of Transportation, 1999
Consolidated Office Edition

Can be accessed through the following Internet address:

http://www.th.gov.bc.ca/publications/eng_publications/eng_pubs.htm

Although not specifically referenced throughout these Maintenance Specifications, the Contractor should be aware of the Best Management Practices guidelines.

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