

**CITY OF MEMPHIS – STANDARD CONSTRUCTION SPECIFICATIONS**  
**SECTION 01140 WORK RESTRICTIONS**

**PART 1 – USE OF PREMISES**

1.01 The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment, the Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Owner by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The Contractor shall indemnify and hold the Owner harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by any such other party against the Owner to the extent based on a claim arising out of the Contractor's performance of the Work.

1.02 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Owner. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

1.03 The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**PART 2 – RIGHTS-OF-WAY AND EASEMENTS**

2.01 The Owner will provide lands, including rights-of-way, permanent easements, and temporary construction easements considered by the Owner to be sufficient for the construction of the facilities included in the Contract. Reference is made to Section 01700.

2.02 The Contractor, at his expense, shall provide any additional land, by temporary agreement or other means, required by him for storage of equipment and materials or for construction activities. He shall be responsible for obtaining temporary agreements or property owner's permission as necessary to gain access to the site of the Work and to lands provided by the Owner for that Work. The above is considered to be incidental to the Work, and no additional payment to the Contractor will be made.

2.03 Should lands to be provided by the Owner not be acquired on some portions of the Project after the Notice to Proceed is issued or after Work is under way, and should such conditions delay the progress of the Work, an extension will be made to the Contractor by the Owner on the time allowed for the Contract in an amount to be determined by the Owner. No other considerations or compensation will be due the Contractor from the Owner for delays of Work due to the inability of the Owner to acquire rights-of-way or easements by a specific time.

2.04 The Contractor will be held responsible for any damage to crops or property outside the lands provided by the Owner for the construction of the Project.

2.05 The Contractor is warned that the locations of utilities and obstructions within the lands provided and shown on the Plans are approximate only and are not intended as an accurate and completed representation. Obstructions and utilities not shown on the Plans but encountered by the Contractor must also be removed and, if necessary, replaced in the original state or protected by the Contractor at no cost to the Owner. Utilities are considered to be all publicly and privately owned facilities for providing services such as electrical power, natural gas, water, telephone, and CATV but excluding City owned

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sewer and drainage facilities and traffic control equipment. If utilities are encountered in the construction, whether shown on the Plans or not, the Contractor shall be subject to the provisions of Specification Section 01710.

**PART 3 – MAINTENANCE OF TRAFFIC AND ACCESS TO PROPERTIES**

**3.01 TRAFFIC CONTROL PLAN.**

No road, street, or highway, or any lane or section thereof, shall be closed to traffic and no construction operations that will for any reason render the roadway or any lane or section of the roadway unsuitable for use of the traveling public shall be started until a Traffic Control Plan as described in Section 02890, Division 2 of these specifications has been approved by the Owner.

**3.02 MAINTENANCE OF TRAFFIC.**

Unless otherwise stipulated in the Contract Documents, all roads and streets, while under construction, shall be kept open to all traffic by the Contractor. Where so provided on the Plans, the Contractor may direct the traffic over approved detour routes. The Contractor shall keep the portion of the Project being used by public traffic in such condition that traffic will be adequately and safely accommodated. He shall also provide and maintain in a safe condition temporary approaches, or access to, crossings and intersections with trails, roads, streets, businesses, parking lots, railroads, residences, garages, and farms. The Contractor shall bear all expense of maintaining traffic over the section of road or street under construction and maintaining such approaches, crossings, intersections, or other features as may be necessary without direct compensation, except that materials used at the direction of the Owner to construct and maintain such approaches, crossings, intersections, and other features will be paid for by the Owner at Contract unit prices. All public roads and streets that are designated on the Plans as detours, but not designated as "Haul Roads", will be maintained by the Owner; however, detour roads constructed by the Contractor shall be maintained by the Contractor for the life of the Contract at no additional cost to the Owner other than the first cost of construction.

**3.03 PUBLIC USE DURING CONSTRUCTION.**

After the completion of any length of pavement for a road or street considered usable by the Owner, the same shall be opened for public traffic; however, such public use will not constitute an acceptance of that section by the Owner. The Contractor shall maintain such sections until final acceptance by the Owner.

**3.04 MAINTENANCE OF ACCESS TO PROPERTIES.**

The Contractor must maintain proper, sufficient, and continuous ingress and egress to private properties and access to buildings unless otherwise specified in the Contract Documents or where temporary interference to access is authorized by the Owner. Provision shall be made for owners and occupants to reach their premises. The Contractor shall provide access to private properties by bridging, use of steel plates, or other means acceptable to the Owner. Where temporary interference is authorized, it shall be interrupted only for such time as necessary to provide temporary substitutes for surfaces disturbed by the construction and to restore street and sidewalk surfaces after the completion of the Work. The expense to the Contractor in fulfilling the obligations of this subsection (01140 para. 3.04) are considered incidental to the Contract, and no extra compensation will be allowed.

**PART 4 – WORK IN PRIVATE PROPERTY**

**4.01** Where Work is done in private property and easements thereon, the Contractor shall conduct his operations so as to cause the property owners the least inconvenience. The Work shall be completed without delay and the premises cleaned up and all walks, driveways, fences, streets, shrubbery, trees, turfed areas and similar facilities, repaired or replaced.

**PART 5 – MAINTENANCE DURING CONSTRUCTION**

**5.01** The Contractor shall maintain the Work of any Project involving public traffic of any kind during construction until the Project or authorized sections thereof are complete and accepted by the Owner.

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This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the facilities affecting traffic are kept in satisfactory condition at all times.

**END OF SECTION 01140**