

- E. Notwithstanding the contents of the Conditions of Contract (in particular those Clauses referring to Progress and Delays) the Contractor shall ensure that there shall be no delay or disruption of the works programme as a result of his requesting a change in materials programme or design whether or not such a change is approved by the Engineer.
- F. No change in the type or class of material shall be made without the prior written approval of the Engineer.
- G. The Contractor shall modify working to accommodate the requirements of other contractors.

21.1.15 Closing of Roads

- A. The Contractor shall not close any road without having first obtained the written consent of the Engineer, the Traffic Police and the Services Coordination Committee.
- B. In the event of such consent being refused the Contractor shall no claim for any additional payment.
- C. In the event of such consent being given the Contractor shall give appropriate warning in writing in advance of the date of the commencement of the road closure to all appropriate Authorities and other persons that may be affected by such closure
- D. The Contractor shall provide fix and maintain all warning signs and diversion notices as may be required by the Road Authority, the Police and the Engineer.

21.1.16 Nuisance

- A. All operations for the execution of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public or the access to or use or occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall indemnify DMAT in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.