

A Practical Guide to Dutch Building Contracts

M.A.B. Chao-Duivis

E.M. Bruggeman

A.Z.R. Koning

A.M. Ubink

4th edition



A Practical Guide to Dutch Building Contracts (4th edition)

M.A.B. Chao-Duivis

E.M. Bruggeman

M.B. Klijn

A.Z.R. Koning

H.P.C.W. Strang

A.M. Ubink

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Cover photo Rotterdamsebaan road project

The Hague's road network is under strain. Every day heavy traffic accumulates on the Utrechtsebaan. Cars trying to find an escape cause extra congestion on the roads in and around The Hague, Rijswijk and Voorburg-West. To improve accessibility to The Hague and the region, the municipality is working to construct the Rotterdamsebaan.

In 2018 this project is aimed at constructing the Victory Boogie Woogietunnel consisting of two boreholes of each 1640 meter long. This will be done with the Catharina-Amalia bore (as depicted on the cover photo). The bore has a total size of 80 meters and a diameter of 11,34 meter. Once in place the bore can excavate 10 to 20 meters a day.

The actual progress of the bore can be monitored on <www.waarisdeboor.nl>.

Photo by Jurriaan Brobbel/Gemeente Den Haag

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Preface

Teaching law to non-lawyers is harder than it may seem. I have been teaching law to future managers for the last fifteen years and I realise the impact of law in their future activities; the more you get to know, the more complex the process becomes. At the beginning, you might think that we, the lawyers, are experts in a field the non-lawyers are not, so how hard can the teaching job be? But as soon as you realise that their main point of focus is aimed at totally different aspects of the building process, you reach the point where more complex methods of teaching need to be exercised in order to transfer the fundamental legal knowledge that will benefit them for sure.

Teaching law to tech people, it may be even more struggling. Because they may enter in legal relations without knowing exactly what to expect and they will be building great projects that are beneficial for our society. All the actors in the construction industry have to realise in what kind of relations they are entering into. But, does the client exactly understand where he gets involved in or not? Does the designer or engineer want to transfer his intellectual property or copyright? Does the contractor see the limits of the design? How will possible disputes be solved? Are they open to mediation, adjudication or arbitration? These are just a few questions to which we may be forced to provide an answer, just as we have to provide solutions to engineering or project management challenges related to construction in general.

It is important to acknowledge that teaching law to non-lawyers is not an easy job, but it is fundamental, as they need this knowledge to manage their projects better and, by that, assure all of us better lives.

As an attorney specialised in construction law, I always appreciated the development of resources in preparing young professionals, especially non-lawyers. It helps them to gain more understanding of legal issues, prepares them to manage the legal aspects of a project better, to shape the construction management best and to prevent possible conflicts. I strongly believe this book is a great tool for this job.

Lecturer PhD. Ovidiu Ioan Dumitru
Chairman Romanian Society of Construction Law

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