

Legal Analysis Of The Implementation Of The Construction Service Work Agreement Between The Public Works Department And Cv. Sutra Bumi

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Abstract

The case of default committed by CV. Sutra Bumi against the Public Works Agency of Lampung Barat Regency in the procurement of goods and services in the form of the construction of the Way Ngison - Phiton road which was carried out in 2023 based on the Work Agreement (Contract) Number: 600/013 / KTR / PB.7 / III.03 / III / 2003 dated July 28, 2023, which was only sued in 2024. The purpose of this study is to determine how the implementation of the road construction contract agreement between the Public Works Agency of Lampung Barat Regency and CV. Sutra Bumi and what are the obstacles and efforts in completing the road construction. The research method used in the study is the normative legal approach method and empirical legal. The data used are secondary data and primary data. Then the data is analyzed using qualitative legal analysis. Based on the results of the research and discussion, it can be concluded that the implementation of the contract agreement is stated in the construction work agreement made by the service user and service provider, so that this agreement does not cause any problems related to the progress of the construction work that has been carried out. The implementation of the contract has been in accordance with the contents of the contract where the contract period. Constraints and efforts in completing the road work are not in accordance with the agreement that has been made: a) Due to the unavailability of materials causing delays in previously scheduled work. b) Waiting for materials that often occurs will cause a major impact, especially for large-scale projects that use a lot of labor, especially on the Hotmix Road project. c) In addition, other factors that cause waiting times for material procurement where the budget needed for asphalt material procurement is very large, while in the field the need for the budget is not met.

Keywords: Legal Analysis, Agreement, Construction Services

I. Introduction

Indonesia is a Modern Legal State, the basis of the Modern Legal State adopted by Indonesia can be constitutionally referred to from the formulation of the objectives of the Republic of Indonesia as stated in the Preamble to the 1945 Constitution, namely to protect all Indonesian people and all of Indonesia's territory, advance public welfare, educate the nation's life and realize social justice. The implementation of the objectives of the state is carried out through a gradual, sustainable and continuous development process so that it has consequences for the role of the Government which must be more active in carrying out Development tasks and Public Service tasks.

In the implementation of national life, the government is always required to advance public welfare. To carry out this obligation, the government has an obligation to provide for the needs of the people in various forms, whether in the form of goods, services or infrastructure development. On the other hand, the government also needs goods and services in carrying out government activities. Fulfilling the need for goods and services is an important part of the implementation of government. In relation to the fulfillment of these needs, the creation of contracts becomes a routine practice.

This is related to the role of government in organizing the welfare of the people. With this obligation, the government is required to be actively involved in the lives of the people. Development is an effort to create prosperity and welfare of the people. Therefore, the results of development must be enjoyed by all people as an increase in physical and spiritual welfare in a fair and equitable manner. On the other hand, the success of development depends on the participation of all people, which means that development must be carried out evenly by all levels of society.

In the implementation of development, one of them requires government procurement of goods/services. Procurement of government goods/services is financed by the state budget/regional budget. Procurement of goods/services by government agencies is carried out by auction and appointment. For the party that wins the auction or appointment, a contract document will be made. The contract document has been prepared by the government or by the committee/officer for procurement of goods/services. The contract is an agreement between the user of goods/services and the provider of goods/services in the procurement of goods/services. The contract is part of the document for selecting the provider of goods/services which contains more specific provisions that are binding on the parties.

The government is aware of the important role of the private sector in efforts to implement development. The importance of the private sector's role in national development can make development more efficient, especially in terms of budget. in

infrastructure development through Public Private Partnerships ("PPP"). This cooperation between the government and the private sector requires an agreement/contract for the procurement of goods and services. "A procurement contract has legal and binding force if the contract is signed by an official who has the capacity to do so."

In this process, the user of goods/services is the government represented by the Budget User or his/her Proxy or Commitment Making Officer ("CMO") or Procurement Officer or ULP as an individual. While the provider of goods/services is a person or legal entity.

The contract for procurement of goods/services of government agencies is an obligation. In the provisions of Article 1234 of the Civil Code (hereinafter referred to as the Civil Code) it states "Every obligation is to provide something, to do something, or to not do something". Implementation of the contract for procurement of goods of government agencies after signing the contract. The parties carry out their respective rights and obligations as stipulated in the contract for procurement of goods. Rights and obligations must be implemented in accordance with the provisions of the time specified, including the goods delivered must be in accordance with the specified specifications including payment for work performance must be carried out in accordance with the provisions stipulated in the contract.

In the Civil Code in Book III on Contracts, it is stated that contracts can arise from a Law or arise from an agreement. Organizing a job for another party with the recipient of a certain price. The legal subject in an agreement or contract is a person or legal entity. A legal entity is represented by a person who is authorized by the legal entity to enter into an agreement with another party. Government organizations as public legal entities are represented by officials who are authorized based on Laws and Regulations. The authority of this official is an absolute requirement for the validity of the agreement because it is closely related to the requirements of competence that have been regulated in Article 1320 of the Civil Code.

An agreement is a legal relationship in the field of property law, where on one side there are rights and on the other side there are obligations. The agreement in Article 1233 of the Civil Code states that "Every agreement is born either by agreement, or by law". So, in this legal relationship, rights and obligations arise, one party obtains rights and the other party bears the obligation to submit or fulfill the performance.

In the business world, agreements play a very important role as a guideline, a guideline, and a means of evidence for the parties. In general, an agreement is an agreement between the parties about something that gives rise to a legal relationship, gives rise to rights and obligations, if not carried out as agreed there

will be sanctions. An agreement is a legal relationship between two people or two parties based on which one party has the right to demand something from the other party and the other party is obliged to fulfill that demand. Thus, an agreement in the form of an agreement is essentially binding.

However, even though the agreement is made with the hope that everything that has been agreed upon can run normally, in practice, under certain conditions, the exchange of achievements does not always run as it should, resulting in an event called default.

According to the Legal Dictionary, default means negligence, negligence, breach of promise, not fulfilling one's obligations in an agreement. Default is the implementation of an agreement that is not on time or is not carried out properly or is not carried out at all. In general, default is a situation where a debtor (debtor) does not fulfill or carry out the performance as stipulated in an agreement at the stage before the agreement, the formation of the agreement or its implementation. Article 1313 of the Civil Code states: "An agreement is an act by which one or more people bind themselves to one or more other people".

Default is a condition according to contract law, where someone does not carry out the performance as agreed. and if there is a default, there must be a violation of legal interests, an interest that is regulated and protected by law. Considering that default only occurs in contract law, then the problem of default should be resolved through the legal mechanism of the contract itself, considering that often the problem of default occurs not only because of negligent actions from one party to the agreement, but also intentionally as a response to the actions of the opposing party who has previously defaulted, especially in terms of the implementation of reciprocal agreements.

As the problem that the author found, that there was a case of default committed by CV. Sutra Bumi against the Public Works Agency of Lampung Barat Regency in the procurement of goods and services in the form of the construction of the Way Ngison - Phiton road which was carried out in 2023 based on the Work Agreement (Contract) Number: 600/013 / KTR / PB.7 / III.03 / III / 2003 dated July 28, 2023. Which was only sued in 2024 where the condition of the road that was built did not comply with the Agreement (Contract) between the Public Works Agency of Lampung Barat Regency and CV. Sutra Bumi. The discrepancy in question is where the Provider (CV. Sutra Bumi) did not carry out maintenance during the maintenance period as stated in Article 5 paragraph 5 of the Agreement (Contract).

This project is registered in the Source of funds for the Procurement of Goods and Services Work charged to the Budget Implementation Document of the Regional Work Unit (DPA SKPD) of the Public Works Service of Lampung Barat Regency for the 2023 fiscal year. With a lump sum price/contract value/Agreement for the Way Ngison-Pahiton Road Construction Work of Rp. 182,502,000,- (one hundred eighty

two million five hundred and two thousand) including transportation costs and other costs to the distribution location and including taxes and stamp duties applicable in its implementation and the implementation period for the road construction work is 180 (one hundred and eighty) calendar days from the signing of the Agreement until no later than 31 December 2023. Based on the background above, the purpose of this study is to find out how the implementation of the road construction contract agreement between the Public Works Department of Lampung Barat Regency and CV. Sutra Bumi and to find out what are the obstacles and efforts in completing the road construction.

2. Research Method

This research uses a type of normative juridical legal research, namely by reviewing various literature that is not limited by time and place, and reviewing various literature in the form of books, previous research results and laws and regulations, both printed and online, related to the problems being studied. To answer the existing problems, this research uses 3 (three) research approaches, namely, the statute approach, the conceptual approach, and the comparative approach.

The types and sources of legal materials used in this study consist of primary, secondary and tertiary legal materials. The collection of legal materials is carried out by identifying and inventorying positive legal rules, examining library materials (books, scientific journals, research reports), and other sources of legal materials that are relevant to the legal problems being studied. The legal materials that have been collected are then classified, selected and ensured not to conflict with each other, to facilitate analysis and construction.

3. Results and Discussion

Implementation of the Road Construction Contract Agreement Between the Public Works Department of Lampung Barat Regency and CV. Sutra Bumi Based on Presidential Regulation Number 12 Year 2021 concerning Procurement of Goods and Services

Indonesia as a developing country that continues to carry out development throughout its territory. The results of this development must be enjoyed by the people fairly and evenly as an increase in welfare. The development referred to here is development in the true sense, namely the physical construction of buildings, such as the construction of toll roads, for example. The challenges in the world of work today are quite numerous. Starting from the fulfillment of natural resources, human resources, technology, implementation methods, time and budget constraints, to issues of the impact of a job on the environment. With the many challenges and current developments, the contracting service industry has been considered a risky industry.

These risks include the risk of work delays, changes in work, so that the value of the work increases and methods and use of materials that are not in accordance with specifications due to several factors.

In government procurement of goods/services, there are several parties that are interrelated. The parties involved in the procurement of government goods/services must understand their respective rights and obligations, and fulfill and carry out the contents of the contract agreement. There needs to be an attitude of openness and mutual input so that during the procurement process of goods/services it can run well and smoothly, and not harm the parties. Although the parties know each other and work well together, they must not abuse their respective authorities with the intention of gaining benefits that can harm state finances.¹

The legal relationship of the contract that has been agreed upon by both parties, where this legal relationship can be known by its characteristics, namely it is always preceded or preceded by a contractual relationship (characteristics of default is always preceded by a contractual relationship). In overcoming this problem, a legal regulation is needed that regulates the contractual relationship.²

The implementation of the road improvement project for the Way Ngison – Pahiton route in Lampung Barat Regency was agreed upon by:

1. Name : Robert Purba, ST., MT.
Position : Commitment Making Officer
Address : Jl. Teratai No. 05 Way Mengaku Lampung Barat

Acting for and on behalf of the Lampung Barat Regency Government c.q. Public Works Agency based on Decree of the Head of Public Works Agency No. 600/242/2023 dated July 28, 2023 concerning the Commitment Making Officer (PPK) for Highways, Lampung Barat Regency Public Works Agency.

2. Name : Nasirwan
Position : Director of CV. Sutra Bumi
Address : Jl.U Belunguh No. 68/77, Belalau District, Lampung Barat Regency
Company: Karya Philip Jaya

Acting as the Provider of goods/services in this contract hereinafter referred to as the "Provider". The PPK and the Provider have agreed to sign the Way Ngison - Pahiton Road Project Contract on 28 July 2023 and carry out the contract in accordance with the provisions of the laws and regulations in the Republic of Indonesia, each affixed with a stamp, has the same legal force and is binding on the parties.

¹ Jawade Hafidz Arsyad dan Dian Karisma. Sentralisasi Birokrasi Pengadaan Barang dan Jasa Pemerintah. Sinar Grafika, Jakarta, h. 118-119

² Yahman. Cara Mudah Memahami Wanprestasi dan Penipuan Dalam Hubungan Kontrak Komersial. Prenadamedia Group, Jakarta, 2016, h.36

In the form of a bank guarantee as a guarantee of implementation for the work on improving the Way Ngison - Pahiton Road based on SPPU No. 600/013 / KTR / PB.7 / II.03 / III / 2023 dated 28 July 2023 which has been signed, but the original contract value with the contract after being replaced has not changed. The reason there was no change in the contract value was due to the results of the meeting decision between CV. Sutra Bumi and the Public Works Agency of Lampung Barat Regency, but there was an increase and decrease in the volume of work with the agreement that in this project work there was an increase and also a decrease in the volume of work. In the additional work, there is division 3 (three) of earthworks, namely the addition of selected embankments and preparation of the road body, while the reduction in work is in division 5 (five) because the soil contour of division 5 (five) is very hard, so the selected embankments in division 5 (five) are reduced, and division 6 (six) asphalt pavement layers are reduced, which results in its implementation being carried out by revising the previous work and causing the contract value not to be changed as in Article 3 (Contract Document) No. 600/013/KTR/PB.7/II.03/III/2023.

The involvement of the contractor as the executor of the road improvement project for the Way Ngison - Pahiton route, Lampung Barat Regency with the Public Works Agency, Bina Marga, Cipta Karya with CV. Sutra Bumi has created a legal relationship, namely a work agreement that regulates the rights and obligations of both parties. In accordance with the letter of agreement where the agreement is in accordance with and valid with the laws applicable to the parties who made it and the agreement must be implemented in good faith in accordance with the provisions of Article 1338 of the Civil Code.

The road improvement project for the Way Ngison – Pahiton route in Lampung Barat Regency between the Public Works Agency and CV. Sutra Bumi is part of the Road Improvement Program by the Lampung Barat Regency Government, the budget allocation of which has been accommodated in the 2021 APBD. The implementation of the contract agreement carried out between CV. Sutra Bumi and the Lampung Barat Regency Government goes through stages and processes before and after signing the contract. The initial stage before signing the contract or commonly known as the work auction. The work auction occurs if the work contract is carried out through an auction, starting from the notification. The selection or screening of contractors for the Way Ngison – Pahiton road improvement project in Lampung Barat Regency is carried out using the auction method in accordance with the provisions of Article 38 paragraph (4) of Presidential Regulation No. 12 Year 2021 concerning Procurement of Goods and Services by the Government that direct appointment as referred to in paragraph (1) letter c is carried out for Goods/Construction Work/Other Services under certain circumstances. In the auction process, the Commitment Making Officer (CMO) invites and submits procurement documents for direct appointment to providers who are considered capable of employing the project. The implementation of the construction work on the Way Ngison - Pahiton road improvement in Lampung Barat Regency was carried out by CV. Sutra Bumi with the Commitment Making Officer of the Lampung Barat Regency Public Works Service that the contents of this project work agreement are in accordance with what is stated in the laws and regulations governing construction service contracts.

Matters that must be included in the contract as stated in Law Number 2 Year 2017 concerning Construction Services are all stated in the construction work agreement made by the service user and service provider, so that this agreement does not cause any problems related to the progress of the construction work that has been carried out.

The contract between the two parties, namely the construction service provider and the construction service user, is made in writing, where the contract regulates matters including the rights and obligations of both parties so that there is no dispute between the two parties. The contract, which is a construction work contract, is formed by the Public Works Agency with CV Sutra Bumi as a construction company that won the tender, where the contract referred to here is a contract to carry out road improvement work on Way Ngison-Pahiton, Lampung Barat Regency.

The implementation of the construction work project must basically be in accordance with the contents of the construction work contract that has been agreed upon by both parties, where the implementation begins with the issuance of a work order by the Commitment Making Officer. Project work activities in general can be interpreted as a temporary activity that takes place in a limited period of time, with the allocation of certain resources to produce products whose quality criteria have been clearly outlined.

Obstacles and Efforts in Completing Road Construction by CV. Sutra Bumi

Contracts that are in accordance with the common will of the parties must be able to provide rights and obligations that mutually optimize the use of resources to achieve increased profits, so that there is a voluntary nature in the desire to achieve the objectives of the contract with the hope of not causing legal problems.³

Contracts carried out on construction work generally use lump sum contracts, namely payments are made on the orientation of completing all work with a time limit specified in the contract. This means that payments are paid at the stage of work results. This means that all measurements are based on the physical work with the term stages. So that payments can only be paid according to the amount stipulated in the contract (payment terms), if the physical stages of the work have been completed and in accordance with the amount of output stipulated in the contract (physical terms of work).

The development of facilities and infrastructure in Indonesia is one of the government's ways to improve the welfare of the people. In implementing the creation of public welfare, the government carries out development in all fields, one of which is road construction/rehabilitation work. Roads are infrastructure used by all Indonesian people to move from one region to another.

Road infrastructure development is a major supporting need for economic dynamics and activities, both in the center and regions and regional developers as well as the main

³ Yahman, Analisis Ke-ekonomian Tentang Hukum, Kencana Prenada Media Group, Jakarta, 2013, hlm. 57

supporting infrastructure for the national economy. Road development as an effective and reliable transportation infrastructure in the form of an integrated transportation system will provide services and benefits to the wider community, economic development, ease of mobility of people, goods, and services which will lead to increased national competitiveness. The role of the road above is to connect economic centers, namely production centers, distribution centers, and marketing centers.

The formation of a contract based on the exchange of rights and obligations of the parties proportionally will result in a fair contract. The proportional exchange of rights and obligations can be seen from the substance of the contract clauses agreed upon by the parties. The principle of proportionality in a construction work contract will be very useful for the parties to know whether the rights and obligations have been divided proportionally, so that in the business relationship there will be a proportional reciprocity.

Before the project work is carried out, an agreement and negotiation will be made with the project owner (owner) with the goods/services provider, resulting in an agreement stated in a work contract. A work contract is important to initiate the implementation of a job.

In general, the Indonesian civil law system provides the widest possible opportunity for people to enter into agreements on anything that is considered necessary for its purpose. This is in accordance with the principle of consensualism. The most important parts of a contract consist of aspects of cost calculation, aspects of service calculation, aspects of payment methods, and aspects of division of tasks.

The requirements for the validity of a contract/agreement as stated in Article 1320 of the Civil Code, include the agreement of those who bind themselves; Ability to make a contract; A certain thing; A lawful cause.

Lampung Barat Regency is one of the regencies in Lampung Province, massive infrastructure development is carried out by the local government considering the large number of inadequate road infrastructures, the construction of the Way Ngison - Pahiton road in Lampung Barat Regency is one of the roads that has not been accessible to the public considering that if this road can be accessed properly, the public will be able to enjoy it, in 2023 the Lampung Barat Regency Regional Government issued funds to build the Way Ngison - Pahiton road with concrete discount specifications, the work on which in the tender process was won by the CV Company Earth Silk.

Starting from the contract period within the validity period of this contract, starting from the date of signing the contract until the maintenance period ends, the implementation period of this contract is effective starting from the date stipulated in the special conditions of the contract and the completion of all work for 180 (one hundred and eighty) calendar days.

The implementation of a project is indeed not as easy as imagined, various obstacles can be experienced in the field, so the delay is indeed caused by several things, such as a prolonged budget deficit, then the large number of construction works that must be paid for. Therefore, the second party must also understand this. Then with a real policy, the second party seeks a solution, namely by seeking the best solution to be able to complete the work.

The delay in this project was caused, among other things, because the contour of the land at the project location was still land where the road had never been hardened so that maximum hardening was needed and caused the addition of selected embankment materials. The delay in the construction project means an increase in the implementation time for the completion of the project that has been planned and stated in the contract document. Completion of work not on time is a deficiency in the level of productivity and of course all of this will result in waste in financing, either in the form of direct financing spent on the project, or in the form of capital inflation and losses on the project.

Project delays are often a source of disputes and claims between owners and contractors, so they will be very expensive, both from the contractor's and owner's perspectives. The contractor will be subject to a penalty fine according to the contract. In addition, the contractor will also experience additional costs while the project is still ongoing. From the owner's perspective, project delays will have an impact on reducing income due to delays in the operation of its facilities.

Project delays can result in increased costs and decreased quality, because in order to catch up, work is carried out in a hurry. Project delays occur in almost every project with different problems. Some projects are only a few days late from what was scheduled, but there are construction projects that experience project delays for months.

Factors causing the failure of road construction work can occur due to technical factors or non-technical factors. Technical factors occur due to deviations in the implementation process that do not meet the technical specifications agreed upon in the contract. While non-technical factors are more due to the pre-contract process (Bidding) or the incompetence of the Business Entity, workforce, unprofessional management governance between the parties involved in the construction project and weak supervision.

External factors that become obstacles in the construction of the Way Ngison-Pahiton road are factors that come from outside a project, namely factors that come from the environment around the project location. Natural factors such as extreme weather conditions and human behavior also play a significant role. So that if there is a default due to these factors, it is carried out through an internal negotiation process between CV. Sutra Bumi.

Several causes that affect the waiting time for procuring asphalt materials, a common obstacle is that the ordered asphalt material has not arrived or is late. Since the material

was ordered until it arrived at the project location, there is a waiting period. The implementation of concrete rebate asphalt work can be affected by the distance between the project that requires asphalt material and the material supplier.

Implementation of the Way Ngison-Pahiton concrete rebate road work, the smooth flow of materials to the project location is very important. Constraints due to the unavailability of materials cause delays in previously scheduled work. Waiting for materials that often occurs will have a major impact, especially for large-scale projects that use a lot of labor, especially on concrete rebate road projects. In addition, another factor that causes the waiting time for the procurement of concrete rebate materials is that the budget needed for the procurement of concrete rebate asphalt materials is very large, while in the field the need for the budget is not met.

Another problem that occurs is that the company often rotates workers due to the lack of superior Human Resources, so this becomes an obstacle in carrying out concrete rebate road work. Addendum in contract terms is two words that match. There is a change or addition and reduction. However, Addendum is usually used in terms of changes to an agreement or contract. Changes to the contract regarding additional work must consider the availability of the budget. The work change order is made by the Commitment Making Officer in writing to the service provider which is then continued with technical and price negotiations while still referring to the provisions stated in the initial contract. The results of the negotiations are stated in the minutes as the basis for compiling the contract addendum.

Changes in work contracts are not a simple process. The stages of change for approval of the changes will result in a contract addendum. The process of changing the work order involves many parties, both in the inspection process, research, and approval, especially in construction work contracts. For the purpose of changing the contract, the Budget User or Budget User Authority can form a committee or contract implementation research officer at the suggestion of the Commitment Making Officer.

In accordance with the agreement that has been agreed, that if there is a delay in completing the construction of the project, the second party (contractor) must be responsible for completing the project and pay a fine in accordance with the agreement stated in the agreement because it is already underway and has also been budgeted. Therefore, the efforts made by CV. Sutra Bumi in completing the project are by asking the Public Works Department to provide leniency by adding the agreed deadline to continue the project at a cost borne by the second party (contractor) and paying a fine in accordance with the agreement, which is Rp. 1,000,000-, calculated from the date the work time was added by the first party. Then the second party also submitted a request to the first party (local government) to be given an extension of time and to disburse the remaining funds to continue the construction. Here it is seen that the completion of a project is so important because it is related to state finances that must be accounted for, therefore the company or second party must always be able to complete the contract properly. Efforts to overcome obstacles are:

- 1) Efforts to deal with social and cultural factors are to socialize the objectives and benefits of project activities to the population by involving government officials including the Public Works Department, Regional Assets, Sub-districts, village governments, and the community.
- 2) Efforts to deal with material factors are to make early orders and make agreements or contracts between the implementer and the material provider.
- 3) Efforts to deal with weather factors during implementation are to wait for sunny weather so that quality can be achieved.

In addition, the second party (contractor) also cannot simply let go, because legally the second party is responsible as stated in the agreement. Therefore, the government must also apply the rules that apply in the agreement, namely that the second party must be able to complete the project in question as soon as possible. The efforts made by the second party (contractor) are indeed reasonable, because the development carried out is for the benefit of the general public.

So it must really be completed properly and with quality. The implementation of a project is indeed not as easy as imagined, various obstacles can be experienced in the field, so that the delay is indeed caused by several things, such as the prolonged rainy season, then the material is difficult to reach the field. Therefore, the first party must also understand this. Then with a real policy, the second party seeks a solution, namely by seeking the best solution to be able to complete the work. This is what CV. Sutra Bumi did, when the project it was working on experienced obstacles or was not completed on time, the best solution was to ask the Public Works Department to extend the contract period, with the burden and responsibility remaining on CV. Sutra Bumi as the winner of the tender.

Dispute resolution pattern is a form or framework to end a dispute or conflict that occurs between the parties. Dispute resolution patterns can be divided into two types, namely:

- a. Settlement through the Court Settlement of disputes through the court (litigation) is a pattern of dispute resolution that occurs between the disputing parties through the court. To obtain final and binding results, sometimes if the dispute in the contract of contract is resolved through a civil court mechanism.
- b. Dispute Resolution Through Alternative Dispute Resolution In the event that the parties want the contract of contract dispute to be resolved in a relatively short time so that it will save costs, the settlement pattern outside the court is the best solution. This Dispute Resolution Pattern is known as Alternative Dispute Resolution Alternative Dispute Resolution according to Article 1 point 10 of Law Number 30 Year 1999 concerning Arbitration and Alternative Dispute Resolution, is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely settlement outside the court by means of consultation, negotiation, mediation, conciliation, or expert assessment. Civil disputes or differences of opinion can be resolved by the parties through alternative

dispute resolution based on good faith, setting aside litigation resolution in the District Court.

Settlement of disputes or differences of opinion through alternative dispute resolution is resolved in a direct meeting by the parties within a maximum of 14 (fourteen) days and the results are stated in a written agreement. Efforts made by the parties in the event of a dispute, the parties are obliged to make every effort to peacefully resolve all disputes arising from or related to this contract or its interpretation during or after its implementation. Settlement of disputes or disputes between the parties in the contract can be done through deliberation, arbitration, mediation, consolidation or court in accordance with the provisions of laws and regulations.

4. Conclusion

The conclusions of this study are as follows; It can be concluded that the implementation of the road construction contract agreement between the Public Works Agency of Lampung Barat Regency and CV. Sutra Bumi Based on Presidential Regulation Number 12 of 2021 concerning Procurement of Goods and Services has been in accordance with what is stated in the laws and regulations governing construction service contracts. The matters that must be included in the contract agreement as stated in Law Number 12 of 2021 concerning Goods and Services are all stated in the construction work agreement made by the service user and service provider, so that this agreement does not cause any problems related to the progress of the construction work that has been carried out. The implementation of the contract is in accordance with the contents of the contract where the contract period is.

Constraints and efforts in completing road construction by CV. Sutra Bumi so that it does not comply with the agreement that has been made: 1) Due to the unavailability of materials causing delays in previously scheduled work; 2) Waiting for materials that often occur will have a major impact, especially for large-scale projects that use a lot of labor, especially on concrete road projects; 3) In addition, other factors that cause waiting times for the procurement of concrete rebate materials where the budget needed for the procurement of asphalt concrete rebate materials is very large, while in the field the need for the budget is not met. Efforts made by the parties if a dispute occurs; 4) Based on the provisions of Law No. 2 of 2017 concerning Construction Services, if a dispute occurs in the implementation of the contract, it is resolved through deliberation, but if a consensus is not reached, it can be resolved through the stages of dispute resolution listed in the construction work contract in the form of mediation, conciliation or arbitration.

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