

UNITED CONSTRUCTION CONTRACT AND RESPONSIBILITIES IN THE PEOPLE'S RESEARCH AND ASSISTANCE OFFICES

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ABSTRACT

The purpose of this research is to explain the construction unit work contract and the responsibility for the risk of building failure that can be applied to one of the government procurement of goods and services at the Pekanbaru Search and Rescue Office. This research method is carried out through a stage in accordance with this type of research, namely empirical juridical. The result of this research found that the construction unit work contract and the responsibility for the risk of building failure at the Pekanbaru Search and Rescue Office should have been carried out by direct appointment. However, the procurement was instead carried out through a tender mechanism. The reason is that the Commitment Making Officer, Goods/Services Procurement Committee at the Pekanbaru Search and Rescue Office are not aware of the direct appointment rule. Liability for building failure if the construction unit work contract and responsibility for the risk of building failure at the Pekanbaru Search and Rescue Office are carried out without a direct appointment will be difficult to determine the responsibility. The construction service provider, whether it is the first construction work or construction consultancy, cannot be held liable for building failure if the building failure is caused by the fault of the follow-up work carried out by a different construction service provider. Conversely, it is also difficult for the construction service provider of the follow-on works to be held liable if the fault lies with the first construction works or construction consultancy.

Keywords: *Contract Sustainability, Construction Unity, Pekanbaru*

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INTRODUCTION

The need for procurement of goods/services for government agencies occupies a very important position for the implementation of the organization's mission. In addition, the procurement of goods/services is also expected to be able to increase the use of domestic production, increase the role of the enterprise world so as to contribute to the revitalization of the economy.

Procurement of goods/services or in foreign terms is referred to as procurement identical to the presence of various new facilities, various buildings, office buildings and equipment etc. The term procurement of the goods / services or procurements is widely understood, including an explanation of the stage of preparation, determination and execution or administration of tender for the provision of the Goods, scope of work or other services.

Concerning the identity of the procurement of goods/services with the presence of various new facilities, then construction work is one of the common needs used in the provision of the goods / services. Through the maintenance of construction services can obtain benefits, such as the people can enjoy the infrastructure, means / facilities needed, increase the development of industry, other sectors, like tourism and business, support various production activities, promoters of business opportunities and employment opportunities, contributors of gross domestic product, attract investors so that it can improve the economy.

The regulations that form the basis of the law on government procurement of goods/services are too frequently changing, so it is required to always update the knowledge related to the

regulations. Currently, the arrangement of government goods/services is regulated in the Presidential Regulation No. 16 of 2018 on Procurement of Goods/Services of the Government and has been partially amended by the President's Regulations No. 12 of 2021 on Amendments to the Presidency Regulation no. 16 from 2018 concerning Procurement of Government Goods and Services (hereinafter abbreviated as the Pre-Procurement Agreement). According to the Supplier of Procurements, the procurement includes goods, construction works, consultancy services and other services as specified in Article 3 para. (1).

Procurement of goods/services has a system and procedures in the execution of procurement. A selection system for specific delivery of goods/services, such as the general auction method, the simple auction procedure, the direct appointment method, and the direct procurement method. Then about the procedure is a step or stage that relates to each other. Procedure of procurement of goods/services has several stages that begin with the preparatory stage of provision and end with the document of agreement/contract with the attention of the main principles in the manufacture and preparation that pursue on equality and clarity.

Procurement of goods/services is also not limited to the selection of project partners with the purchase part or official agreement of both parties alone, but covers the entire process from the beginning of planning, preparation, licensing, determination, the winner of the tender to the stage of execution and the administrative process in the procurement for goods, works or services, such as technical consultancy services, financial consulting services, legal consultation services or other services.

The method of selection of suppliers of goods/construction work/other services consists of e purchasing, direct procurement, direct appointment, quick tender and tender as specified in Article 38 paragraph. (1).

For the procurement of goods/services related to construction work in a specialized way refer to the Law No. 2 of 2017 on Construction Services (hereinafter abbreviated as the Construction Service Act). The capacity as a user is in line with the need for sustained programming to build government projects.

According to the Supplier of Procurement of Goods/Services for the selection of construction service providers for certain circumstances can be used with the method of direct designation as normed in Article 38 paragraph (5) of the Supply of goods/services. Method of direct nomination of selection of building service provider for particular circumstance according to the Construction Services Act can be found in Article 42 paragraph (4). Further provisions concerning certain conditions above are regulated in Article 65 paragraph (2) of the Government Regulation No. 22 Year 2020 on the Regulations of Implementation of the Law No. 2 Year 2017 on Building Services. To see the setting of intentional conditions further guided under Article 65 (3) of the Civil Code of Construction Service. Bearing in mind the provisions of direct appointment of the legislative regulations relating to the purchase of construction goods / services above then it is clear determination of choice of construction services for construction work which is one unity of the construction system and one union of responsibility for the overall risk of failure of the building which cannot be predicted in advance/considered to be chosen directly through the legal method of demonstration.

Although it already has a legal basis for direct election, the author observes that the work is a unitary construction work that in the users of the construction services of the Search and Assistance Office Pekanbaru is actually carried out through tender mechanisms, such as the

construction work of shelter office vehicles in 2016. This work is the first floor of a building. Then in the same building in 2017 continued construction of the second floor with work of development of the operational building. The state of the work is clearly the work of one construction unit must be the selection of legal construction service providers to be selected through direct selection method. That is, the selection of the construction service provider for the job is contrary to the provisions of the government procurement of goods/services itself.

The observation of the author is a misleading legal problem in its application, so it becomes an interesting issue as a legal research, so the author has an interest the author analyzes two formula problems as follows:

1. How is the durability of the contract for the procurement of goods and services work of the construction unit and responsibility for the risk of building failure in the Office of Search and Help of the Municipality?

2. How is the liability for building failure when the procurement of goods and services work of the construction unit and the responsibility for the risk of failure of the building in the Office of Search and Help of the New Town carried out without direct appointment?

The purpose of this study is to provide an explanation of the durability of the contract of procurement of goods and services work of the construction units and the liability for the risk of failure of the building that can be applied to one of the procurements of the goods or services of the government as done at the Office of Search and Assistance of the New City. Based on the results of the search and speech of the author, this research article entitled "The continuity of the Contract of Provision of Goods and Services of the Work of the Construction Union and the Liability on the Risk of Failure of Buildings in the Bureau of Searching and Support of New City" is a new work, since no author has studied such legal issues. Therefore, there is a novelty of the issues discussed in this research article. It is hoped that this research article in the academic perspective can provide a constitution for the development of the law science and is expected to be used as a reference for research. In addition, in the practical perspective it is expected to be useful for government agencies both in the center and the region as a reference in managing the procurement of goods as well as the construction services companies that become partners in the provision of the goods and services at the intention of the Government users of construction services.

Nevertheless, as a comparison, the author lists writings that have similarities, an article written by Surung Aritonang dkk, in 2022. The article discusses the age of construction normatively by making the object of its analysis a Work Agreement (Contract) No. 012/SP-Contrak/PPK/BM-I/DPU-PR/LS/2017, dated 09 August 2017 between the Public Employment Service and Labuhanbatu South District Space Planning TA. 2017 with CV.

When observed from the title to the discussion of the problem in the article written by Surung Aritonang dkk it is clearly different from the legal issues discussed in this article. Because of the legal issues discussed in the article Surung Aritonang dkk the focus is on the problem: First, the legal implications of the construction work contract between the contractor and the employer that does not contain the construction life plan. Second, the responsibility of contractors to the contract of work that has no life plan of construction in the Construction Contract No. 012/SP-Contract.PPK/BM-1/DPU-PR/LS/2017. While this research article deals with different legal issues as has been outlined above. In essence, the issues discussed in this article relate to the sustainability of the contract of procurement of goods and services

work of the construction units and responsibility for the risk of building failure that can be applied to one of the procurements of government goods or services as done at the Office of Search and Relief. Thus, it is true that this research article really deals with something new because it has never been touched at all.

METHOD

Type of research This type of research is sociological legal research with an empirical approach or in other words will analyze the application between law in book and law in action, in particular the norms of procurement of goods/services work of the construction unit and one unit of responsibility for the risk of failure of the building as a whole that can not be planned / taken into account in advance at one of the government agencies of users of construction services in Pekanbaru.

Research locations The research locations at the Pekanbaru Search and Relief Office. The author's reason for choosing this location is related to the Search and Assistance Office of Pekanbaru as a user of construction services has performed the procurement of goods/services work that is a construction unit and responsibility on the shelter work of vehicles and the development of the building sustainability his contract is not through direct appointment mechanism.

Population and sample Population relevant to answer the problem or the data required to be discussed in this study consists of:

- a. Office of Commitment Makers work of the construction unit and responsibility for the risk of building failure in the Office of Search and Relief of the new population of 1 (one) person.
- b. The Commission on Procurement of Goods/Services of the Construction Unit and the responsibility for the risk of building failure at the Office of Search and Assistance of the New Town the population is 3 (three) people.
- c. The Director of the Company of the Partner Winner of the Procurement of goods/services the work of the construction unit and the liability for risk of failure of the building at the Search and Help Office of the new Town is 1 (one) person.

The above population needs to be explained the method of sampling. As for the population of the Officer of Commitment Maker (PPK) and the Director of a Partner Company Winners of the Purchase of the Goods / Services the construction union is responsible for the risks of construction failure in the Office for Search and Support of the recent week because each population is 1 (1) people then the census is directly set as a sample. Then the Commission of Procurement of Goods/Service Works of the Union and the construction of the liabilities for building failures at the Bureau of Recent Assistance and because of the 3 people randomly selected. (random sampling).

RESULTS AND DISCUSSION

Construction Unit Employment Contract and Liability for Building Failure Risk at New Town Search and Assistance Office

As has been challenged the method of direct designation of the selection of construction service providers for certain circumstances according to the Construction Services Act is permitted as stipulated in Article 42 paragraph (4). Then further provisions concerning certain conditions above are regulated by Article 65 paragraph (2) PP Construction services. One such particular condition is the unity of the construction system and the responsibility for the risk of the failure of the building as a whole which cannot be planned/considered beforehand for legal reasons carried out through direct designation method.

Building failure is the biggest risk in infrastructure construction.

The author's observation that although the author already has a legal basis for direct selection, the construction unit's work and responsibility for the risk of building failure on the users of construction services in the Office of Search and Assistance of the New Town were carried out through tender mechanisms, such as the construction work of shelter of office vehicles in 2016. As has been stated that this work is the first floor of a building. Then in the same building in 2017 continued construction of the second floor with the work of development of the operational building. The condition of the work is clearly the work of one construction unit and the responsibility for the risk of building failure, then it must be the choice of the construction service provider is legally justified to be chosen through the direct selection method, both the construction work service as well as the construction consultancy services. Relating to the durability of the contract of procurement of goods and services work of the construction unit and the responsibility for the risk of building failure in the Office of Search and Assistance Pekanbaru is an interesting legal issue to discuss. Before analyzing it, the author gathered opinions from relevant samples through interviews among others of the Office of Commitment Makers (PPK), the Procurement Committee of Goods/Services, the Director of the Company of the Partner Winner of Procurements of goods/services relating to the work of the construction unit and responsibility for the risk of building failure in the Search and Assistance Office of the Municipality.

The author's observation of the construction work of a vehicle shelter in 2016 at the Pekanbaru Search and Assistance Office is of a construction unit and responsibility for the risk of building failure, but the auction is not a direct appointment of either construction work or construction consultancy services. In fact, according to the Construction Services Act and regulations its derivatives in its arrangements must be carried out by direct designation method. In connection with the problem, the author asks each sample of this research, the question is why the auction was carried out? Answering this question, the Commitment Maker's Office (PPK) said: For the matter of the designation of the supplier of goods and services is the authority of the procurement committee through the auction process up to the stage of determining the winner, only after the stages of determination of a winner through me as the Office of Commitments Makers (PPC) confirmed through the nomination of winners, so the stage process that passed is the absolute authority from the commission of procurements of Goods and Services.

Further on the same question, the Procurement Committee said: We of the procurement committee of goods and services are not aware of the existence of the rules, because this

appears to be of a technical nature and to know that the building is one of our construction units the committee does not know the standards of the guidelines.

Taking into consideration the responses of the Procurement Committee of the construction unit and the responsibility for the risk of building failure in the Office of Search and Assistance of the Municipalities above, it is clear that this committee is unaware of the existence of such rules. Therefore, it is worth the sustainability of the contract of employment of the construction unit and the responsibility for the risk of building failure in the Office of Search and Help Pekanbaru is precisely carried out through tender mechanisms, such as the construction of shelter office vehicles in 2016.

Then in connection with the previous question, the Director of the Partner Company Winner Procurement of Goods/Services work of the construction unit and responsibility for the risk of building failure in the Office of Search and Help Pekanbaru gave the answer "if the problem I do not understand so because I as a partner only follow the auction process displayed in the portal LPSE".

When observed from the answer of the Commission on Procurement of Goods/Services above, explicitly the reasons for the continuity of the contract of procurement and services of the construction units and the responsibility for the risk of failure of the building at the Office of Search and Assistance of the New Town were carried out in a auction, because the Commission for Procurement of Goods/Service did not know the existence of the rules of direct appointment of the selection of construction service providers for certain circumstances as permitted under Article 42 paragraph (4) of the Construction Services Act in conjunction with Article 65 paragraph (2) of the PP Construction Service.

The ineffective reason is relevant when the author is in line with the opinion of Marcus Priyo Guntarto that there are five (five) conditions for the ineffectiveness of a legal system that includes:

- a. The meaning of the rules is easily or not captured.
- b. The widespread lack of people within the society who are aware of the content of the relevant rules.
- c. The efficiency and effectiveness of the mobilization of legal rules is achieved with the help of the administrative apparatus that is aware of involving itself in such mobilization efforts, and the citizens of the community who are involved and feel that they must participate in the process of the legal mobilization.
- d. There is a dispute settlement mechanism that should not only be easily contacted and inserted by every citizen, but must be sufficiently effective to resolve the dispute.
- e. There is sufficiently equal opinion and recognition among citizens who believe that the rules and regulations of the law are indeed capable of being effective.

In view of the opinion of Marcus Priyo Guntarto on the number 2 (two) above, then the effective application of the law essence is easy or not the meaning of the content of the rules are captured or widespread is not among the public in this case the Procurement Commission of Goods/Services is not easy to understand the contents of the relevant rules. Then Achmad Ali's opinion on the rule of law can be effective when:

1. Relevance of the rule of law to the needs of the person who becomes the target.
2. Clearness of the formula of the subtension of the rules of law, so that it is easy to understand by those who become the target of the law.

3. Optimal socialization to all those who are the targets of law.
4. The law should be prohibitive, not compulsory. In general, a prohibitory law is easier to enforce than a mandatory law.
5. The sanctions that will be threatened in the law must be in accordance with the nature of the law that is violated, a sanction that is appropriate for a particular purpose, may not be appropriate for other purposes.

Achmad Ali's view of measuring the effectiveness of law enforcement is the optimum socialization of all people who are the target of law, which correlates so that the law is known or more than that provides enhanced understanding. Since the procurement committee of goods/services of a construction unit and liability for the risk of failure of the building in the Office of Search and Assistance of the Municipality is not aware of the existence of the rules of direct appointment of the selection of the construction service provider for certain circumstances as regulated in Article 42 paragraph (4) of the Construction Services Act in conjunction with Article 65 paragraph (2) of the PP Construction Service then by itself the rules that allow the direct designation of the choice of construction service supplier for the work of a particular circumstance related to the construction system of the unit and the liability of the risk for building failure is ineffective implementation.

Building Failure Liability When Construction Unit's work and liability for the risk of building failure at the New Town Search and Assistance Office is done without direct appointment

It has been noted that the continuity of the contract of procurement of goods and services of the construction unit and the responsibility for the risk of failure of the building in the Office of Search and Assistance of the New Town is carried out in the auction as in the construction of the vehicle shelter work in 2016, both construction work services and construction consultancy services. The reason for the sale is conducted in a auction, because the Procurement Committee of the Goods/Services of the Office for Search and Support of New Town does not know the existence of the direct appointment of the designation of the provider of construction services for the work of certain circumstances as stipulated in Article 42 paragraph (4) of the Construction Services Act in conjunction with Article 65 paragraph (2) of the Civil Code of Construction.

Responsibility means the obligation to give an answer that is a calculation of what has happened, and the duty to provide redress for the loss it has caused. Before analyzing the liability of building failure when procurement of goods and services work of the construction unit and responsibility for the risk of failure of the building in the Search and Assistance Office of the New Town carried out without direct appointment, first the author expressed the opinion of the Office of Commitment Maker (PPK), the Procurement Commission of Goods/Services, and the Director of the Partner Company of the Winner of Procurement of the Goods / Services to the construction units work and liability for the risks of the care of buildings in the Bureau of Search and Support of New Town related to the obstacle if the work of construction of shelter of office vehicles in 2016 was appointed directly following with its solution.

The Officer of Commitment Makers (PPK) explained that “there is no obstacle, for the solution if there is a legal umbrella then it must be implemented in accordance with the rules as appropriate”. Then from the Commission of Procurement of Goods/Services said “the road may raise objection from the partners because the work of great value is not auctioned and can raise the presumption of monopoly or conglomerate against the work”. Relating to the solution of the Commission for Procurement of Good/Service said “need to be made socialization about the interpretation of the articles in the rules of the auction of the related agency like LKPP”. Next, the Director of the Company of the Partner Winner of Purchasing of goods/services work units of construction and responsibility at the Office of Search and Assistance of the Week said: Since

according to his assessment of must of course auction the rean will ask the committee why the appointment is made directly, if the commission can explain this rule well there will be no problem, but if the other committee does not understand this and can not explain the rule to the interests because it is not equal then the party will not be sure that there is no rule and the court will understand the rules.

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Based on the explanation of each sample above can be known substantially the meanings are not different. The essence is no obstacles, just because the rules that allow work that is a unity of construction and responsibility assigned directly have not been understood by the committee and colleagues then can generate negative prejudice. While the rules allow, so the solution needs to be improved understanding in a dissocialized way.

Nevertheless, the fact that the procurement of the construction unit's work and the responsibility for the risk of building failure in the New Town Search and Assistance Office is carried out by tender, both construction work services and construction consultancy services, not through direct appointment. Therefore, the construction job service provider and construction consultancy that performs the advanced work is not the original company. From here it is important to examine the correlation if the next day there is a building failure, so that it can be determined the cause of both technical and non-technical factors.

As for the criteria determining the failure of the building, the provisions of Article 85 (1) of the Civil Code of Construction Services, that is, the consequence of non-compliance with safety, safety, health, and sustainability standards, established by expert judgment, may be determined. Responsibility for building failure according to Article 85 (2) PP Construction Services may be charged to the user of the service and / or service provider after determined by the final and binding expert assessor as specified in Article 85 (4) PP construction services. As for the responsibility for the failure of the building according to article 85 (5) PP construction service is: 1. Replacement or repair of the failed building by the provider of the Service; and 2. Compensation of losses by the users of services and/or service providers.

Each service provider shall be liable for the failure of the building within a specified period of time in accordance with the life plan of the construction as set out in Article 86 paragraph (1) of the Civil Code of Construction Services. Then in the case of a life plan for the construction of more than 10 (ten) years, the provider of the service shall be responsible for a failure to the building in a maximum period of 10 (five) years from the date of the final delivery of the services of construction services as set forth in Article 86 paragraph (2) of the civil code of construction Services, whereas for the users of services as referred to is responsible for the failed construction that occurred after a time period that has been specified for the service providers of construction.

The term of liability for building failure is clearly and explicitly stated in the construction contract for the construction work as specified in Article 87 paragraph (1) and (2) of the Civil Code of Construction Services.

Normatively, the Construction Services Act in conjunction with its implementing regulations clearly regulates the work of the method of direct designation of the selection of construction service providers for certain circumstances. As one of the specific conditions has been denounced, it constitutes a unity of the construction system and a unit of responsibility for the risk of the failure of the building as a whole that cannot be planned/calculated previously for legal reasons carried out through direct designation method.

When the next day there is a building failure, it will be difficult to determine the responsibility of the construction service provider. That's why under certain conditions the selection of construction services is regulated by direct appointment, both the construction work service provider and the construction consultancy service supplier. According to Article 65 (1) of the Construction Services Act, the construction service provider shall be liable for the failure of the building within a specified period of time in accordance with the life plan of the construction. If the construction work and construction consultancy whose choice is made direct appointment because it meets certain conditions as set out in Article 42 paragraph (3) of the Construction Services Act in conjunction with Article 65 paragraph (2) of the PP Construction Service, then if the next day there is a failure of the building, it will be easy to determine the liability for the failure. On the contrary, it would be difficult if implemented by a different construction service provider because it was produced through auction.

Construction service providers, whether the construction work or the first construction consultant, cannot be held liable for building failure if the failure of the building is due to errors of the continuing work carried out by different construction services providers. On the contrary, the construction service provider of the advanced construction work is also difficult to be held accountable if the error occurs at the first building work or construction consultancy. This is why, the Construction Services Act jointly with the PP Construction Service specifies construction work under certain conditions, in particular, a unit of construction system and one unit of responsibility for the risk of building failure that can not be planned as a whole. Therefore, it will be difficult for a team of experts to determine who is responsible for the failure of the building. On the contrary, the results identified by the team of experts, give room to new problems that could lead to disputes between the construction service providers and the parties involved in the construction work.

As a legal breakthrough in order to avoid prolonged disputes arising out of construction contracts, then it is good in this case the government to establish a kind of construction dispute settlement body. In this case, before construction disputes are resolved through conventional law routes it is better to resolve through a specialized body to settle building disputes.

CONCLUSION

Based on the above discussion, it can be inferred that the animated film "Raya and the Last Dragon" has successfully identified and classified the intangible cultural heritage of Indonesia by showing elements such as myth, art and visual culture, beliefs, and cultural values. Through the myths of dragons, traditional arts such as gamelan, batting and martial arts, a way of living down and down like seed worshippers and [floating bases as well as values such as courage and unity, the film visualizes essential elements of Indonesian intangible cultural heritage.

Second, the film explains and explores the representation of Indonesian intangible cultural heritage in detail as an American popular cultural product. Elements such as gamelan, seed crawling, batting, floating markets, and martial arts are presented with respect for the

authenticity and cultural wealth of Indonesia. This representation not only creates a beautiful visual image, but also integrates cultural elements deeply into the narrative that embraces the whole story.

Overall, the film succeeds in presenting the indigenous cultural heritage of Indonesia in an authentic and respectful way, creating an artwork that not only entertains but also gives appreciation to the cultural wealth of Indonesia. By combining myths, art, beliefs, and cultural values, "Raya and the Last Dragon" succeeded in becoming an impressive container of cultural expression, bringing a message of diversity, unity, and goodness to a global audience.

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