

# Potential Supervision Consultant Contract Disputes Due to Extension of Contractor Time in DKI Jakarta Regional Government Project Based on Fidic White Book

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## ABSTRACT

DKI Jakarta is a province in Indonesia that has the most significant regional budget (APBD). This has led to numerous infrastructure development projects funded by the regional budget in Jakarta. Most projects in Jakarta follow a traditional document tendering process, where procurement starts with the engagement of planning consultants to design a project. After the planning documents are completed, contractor and supervision consultant services are procured concurrently. This research aims to identify the factors that result in non-extension and non-payment of supervising consultants and to determine the potential dominant disputes in supervising consultant contracts due to contractor time extension addendums, particularly in projects within the regional government environment of DKI Jakarta. The aim is to minimize the impact of such issues in the future. This research is a combined study with a sequential form. The population of this research consists of building construction projects in the province of DKI Jakarta. The sample for this research is a sports arena construction project. The respondents in this study are the project owners and the supervising consultants associated with the research project. The data will be processed using a rating evaluation method, allowing for the relative comparison of the predetermined variable categories with each other. The provisions should be based on fairness between the contracting parties. The research findings indicate that supervising consultants are entitled to time extensions and additional fees for supervision during the extended period, due to the contractor's extension of the physical implementation time based on technical considerations. The feasibility of the extension proposal is assessed through research, and the results are documented in an addendum to the contract.

**Key words:** potential disputes; contract supervising consultants; contractor time extension; DKI Jakarta local government project.

## INTRODUCTION

DKI Jakarta Province, the capital city of Indonesia, is the center of economy and business and makes a major contribution to the movement of the national economy (Hutasoit, 2019). Based on data from the DKI Jakarta Provincial Government's *Smart Planning* and *Budgeting*, it can be seen that the value of DKI Jakarta's APBD reaches 59-89 trillion per year from 2016 to 2019.

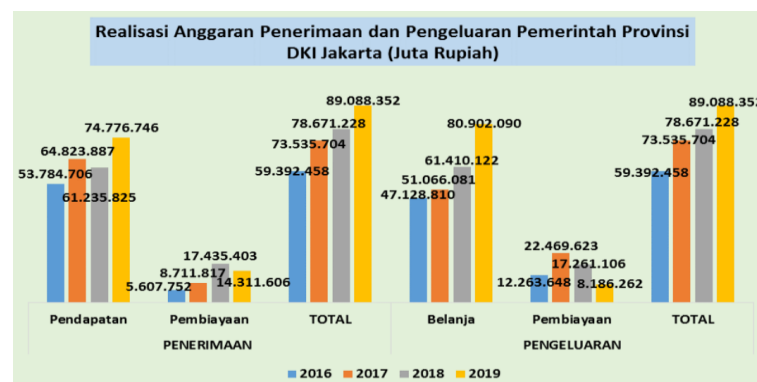


Figure 1. Table of DKI Jakarta APBD (Source: DKI Jakarta Provincial Statistics Portal)

DKI Jakarta is a province that has the largest APBD in Indonesia (Sudarwanto, 2013). This makes many infrastructure development projects with APBD financing in DKI Jakarta. As for most projects in DKI Jakarta, procurement is carried out using traditional tender documents, where the procurement begins with the services of a planning consultant to design a work, then after the planning documents are completed, procurement is carried out for contractor services and simultaneously for supervisory consulting services. In this case the contract for the contractor and the contract for the supervising consultant are closely related, especially regarding the time of execution of the work (Hansen, 2017).

Based on the legal source of construction contracts in Indonesia, there are two categories of construction contracts, namely the domestic category which is commonly used for development projects owned by domestic agencies and the foreign category which is used for construction contracts in the international world with several commonly used contract systems such as: AIA, FIDIC, JCT, SI

Construction projects, especially in the DKI Jakarta Provincial Government, during the implementation of some work experienced changes in work due to several factors (Wahyuni, Syamsyuir, & Vitri, 2021). However, the impact of these changes and other factors that affect some projects can experience delays in the execution time of the work by the contractor (Asnuddin, Tjakra, & Sibi, 2018).

Project time delay is an event that always occurs in every project (Nurhuda, Sutrisno, & Galuh, 2019). In the implementation of a project there are two impacts on claims submitted by contractors, namely the additional contract price and the extension of the completion time (Hardjomuljadi, 2014). Design changes, inefficiencies and obstacles, constructive change orders, verbal change orders by service users, land ownership changes in laws and regulations cause additional contract prices and time extensions. As compensation for the above events, the contractor has the right to receive compensation from the service user in the form of an additional contract price and an extension of time

The time extension compensation results in an addendum to the time extension contract against the contractor (Nasrul & Mulyadi, 2019). Furthermore, this impact impacts the clarity of the contract for the supervising consultant in terms of the time for carrying out the work and responsibility for the results of the work carried out by the contractor. (Suprihanto & Putri, 2021).

In several projects, especially in the Regional Government of DKI Jakarta, there is often an addendum of time extension to the contractor (Maulana, 2016). However, an addendum for the extension of time was not made to the supervising consultant, this was due to the understanding of the stakeholders to limit an addendum in the absence of an addition to the total contract price so that if there is an order for additional work there must also be a reduction in some work so that the total contract price is fixed. In terms of implementation, this can be applied to contract addendums for contractors where the unit price is in the form of finished goods. However, this cannot be applied to supervisory consultant contract addendums where the unit price is in the form of time/period of implementation.

In the 2018 contract, the special terms of the contract stated that the type of contract applied to this supervisory consultant was based on the payment method of the unit price—budgeting in the year when the work is carried out. The main documents required for filing bills of payment are attendance lists, documentation of work progress reports, and work weights. The time for completion of work is stated in the number of days in accordance with the completion time in the physical implementation contract (Novita & Yusri, 2020).

Whereas in the 2019 contract there is a difference in the specific terms of the contract, it is stated that the type of contract applied to the supervisory consultant is based on the payment method for the time of assignment. For the completion time of the work, it is stated that the number of days corresponds to the completion time on the physical implementation contract. If the physical

implementation time is extended, the supervisory consultant must still supervise without additional supervision costs.

In accordance with presidential regulation number 12 of 2021 concerning Amendments to presidential regulation number 16 of 2018 concerning Procurement of government goods/services, it is explained that in Chapter V Article 27 paragraph 4, the types of contracts for the procurement of construction consulting services consist of a lump sum and assignment time (Adab, 2023). The lump sum contract referred to is a contract with a definite and fixed scope of work and a fixed price within a certain time limit, provided that the provider, oriented to output fully bear all risks, and payment is based on the stages of the product produced in accordance with the contract. Contracts based on time of assignment referred to are consulting service contracts for work whose scope cannot be defined in detail and the time needed to complete the work is uncertain (NURAWALIAH, 2022).

In accordance with Presidential Regulation No. 16 of 2018 concerning Procurement of government goods/services, it is explained that in Chapter VII Article 54 paragraph 2, If the contract change as referred to in paragraph (1) results in an increase in the contract price, the contract change is carried out provided that the final contract price addition does not exceed 10% (ten percent) of the price stated in the initial contract.

This study aims to identify the factors that result in the supervisory consultant not being extended and not being paid. To find out what potential disputes are dominant in the supervisory consultant contract due to an addendum to the extension of the contractor's time, especially in projects within the DKI Jakarta provincial government so that in the future it can minimize this impact in the future suggestions by comparing the articles in the contract with the clauses of *the FIDIC client/consultant*. This comparative analysis concluded which contract model is considered more fair, balanced and effective in accordance with the objectives of implementing a construction project.

Previous studies related to the title as the reference used by the author in compiling this research, include the following:

1. "Extension of Time" Analysis and Its Impact on Construction Contracts (FIDIC Conditions of Contract MDB Harmonized Edition) (Hardjomuljadi, 2020).

In the implementation of a project there are two impacts on claims submitted by contractors, namely the additional contract price and the extension of the completion time. Design changes, inefficiencies and obstacles, constructive change orders, verbal change orders by service users, land ownership changes in laws and regulations cause additional contract prices and time extensions. As compensation for these events, the contractor can receive compensation from service users through additional contract prices and time extensions.

2. Analysis of Project Delays and Their Impact on Project Implementation Costs and Time. (Kharina & Sambowo, 2019)

There was a delay in the Cinere Terrace Suites Apartment & Citywalk development project, in Jakarta, which a delay in payment by the owner caused. This research was conducted to determine how the project's performance is seen from the cost and time conditions of each period during the review period, and then how to estimate the cost and time for the completion of the entire project work. The method used in this research analysis is the Earned Value Method. Based on the analysis carried out for 29 weeks, the project performance on schedule experienced delays and showed a positive value in terms of cost. For the estimated time for project completion, there is an increase in time whose duration increases from the planned 98 weeks or 685 days to 109,624 weeks or 768 days. While the estimated cost of completing the project from the analysis results obtained a value of Rp. 270,147,448,569.- less than the planned cost of Rp. 315,272,727,272.- With a VAC difference of Rp. 45.125.278.703.- this shows that there are benefits to be gained by the contractor.

## RESEARCH METHODS

This type of research is a combined research with a sequential form. Where is the quantitative which is based on the philosophy of positivism which emphasizes objective phenomena and is studied qualitatively? A qualitative approach is used to examine the project, several techniques are used to collect data suitable for analysis. These techniques include literature studies, site visits, document checks, and interviews of experts and porcelain working on the project.

Primary data collection was obtained directly with the respondents. Surveys and questionnaires are used as data collection tools. Secondary data collection in the form of data obtained from certain references or literature relating to the impact of delays, and construction contracts. Secondary data collection is obtained online from various publisher sources. And field data obtained from sources implementing the project.

In this study, the authors conducted a review and calculation using the Relative Importance Index (RII) to determine the level of dominance between the indicators that caused the oversight consultant not to be renewed and not paid.

The author's data collection is done by distributing questionnaires with certain criteria or conditions among building construction practitioners in one of the agencies within the DKI Jakarta provincial government with the assumption that the population is 85 respondents and the number of questionnaires returned is 42. With these data, the author will use 42 respondents as material for this thesis research study.

The population in this study is a building project in DKI Jakarta Province, the sample in this study is a sports arena construction project. Respondents in this study were owners and supervisory consultants related to the project being researched. Lists of questions or questionnaires were distributed to respondents electronically to be filled in by respondents and to provide explanations on matters related to the research and then collected by the researchers.

Data obtained from field reviews and interviews with related parties in the main survey and secondary data collection will be processed to get answers to existing problems to achieve the research objectives. The data will be processed using the rating method in the form of a rating method, so that the variables assigned as assessment categories can be compared to others. Qualitative data and quantitative data obtained from the project will be entered into the software latertive data will be converted to quantitative data using a range of data. Of the several variables that produce qualitative data, grouping will be carried out using percentages to represent the qualitative data obtained.

## **RESULTS AND DISCUSSION**

The results of testing the validity of the test equipment in this study obtained a *Cronbach's Alpha* value of 0.898 so that this value met the requirements according to (Sujarweni, 2015). Meanwhile, from the sampling trial the results were  $\alpha > 0.60$  and fulfilled the Cronbach's Alpha value requirements which according to (Ahdika, 2021) were in the very reliable category.

### **Relative Important Index (RII)**

In this study, the Relative Important Index is used by the author to determine the correlation and relationship between a

W: The number/score of the respondents multiplied by the weight of these factors

A: The highest weight value

N: Number of respondents

To determine the ranking of RII values can be seen in the following table:

**Table 1.** Rank RII

<b>RII value</b>	<b>Rank</b>
85 - 100	Very important
70 - 85	Important

50 - 70	Rather important
30-50	Quite important
15 -30	Not too important
0 - 15	Not important

(Source: Sarwono Hadjomuljadi, 2014)

**RII test results are based on the opinions of all respondents.**

**Table 2.** RII calculation results from variables X1, X2, X3 and X4 based on the opinions of all respondents

Variable		
Cost (X.1)		
X.1.1	The supervising consultant was not subject to an addendum for an extension of time and was not paid due to the unavailability of a budget	0.567
X.1.2	The supervising consultant was not subject to an addendum for an extension of time and was not paid because he had to carry out the budget submission process first.	0.610
Time (X.2)		
X.2.1	The supervising consultant did not addendum to the extension of time and was not paid because the extension of time for the physical implementation was less than 1 month	0.552
X.2.2	The supervising consultant is responsible for the quality of the contractor's work so that if there is an extension of the physical implementation time, the supervising consultant is still obliged to carry out supervision without additional supervision costs	0.576
Article In Contract (X.3)		
X.3.1	The supervising consultant is bound by the articles in the contract and other terms that have been agreed upon, so that if there is an extension of the physical execution time the supervising consultant cannot apply for an extension of time and an increase in the value of the contract	0.657
X.3.2	The supervising consultant is bound by the conditions listed in the <i>aanwizjing</i> document, so that if there is an extension of the time for physical implementation the supervising consultant cannot apply for an extension of time and an increase in the value of the contract	0.638
X.3.3	The payment term for the supervising consultant follows the progress of the contractor's work, even though there is an extension of the physical implementation time	0.600
X.3.4	The supervising consultant must make progress approval for payment terms for physical work during the extended period, even though the consultant is not subject to an addendum to the extension of time and is not paid	0.638
X.3.5	Submission of the supervisory consultant's final report must be based on the weight of the contractor's implementation work 100%	0.705
Understanding of the Articles in the Contract (X.4)		
X.4.1	The supervisory consultant does not understand the contents of the work contract so if there is an extension of the time for physical implementation, they cannot apply for an extension of time and an increase in the value of the contract	0.581
X.4.2	Service users do not understand a fair work contract under applicable government regulations so there is an article that if there is an extension of the time for the physical implementation of the supervisory consultant, an addendum to the extension of time is not carried out and no payment is made	0.681
X.4.3	The supervisory consultant's contract document on the general requirements of the article on the extension of the implementation time is not in line with what is stated in the SMPK, this has the potential to become a dispute	0.776

(Source: Processed by the author, 2023)

**RII Test Results based on the opinion of the Service User.**

**Table 3.** RII calculation results from the variables X1, X2, X3 and X4 based on the opinion of the Service User

		Variable	
Cost (X.1)			
X.1.1	The supervising consultant was not subject to an addendum for an extension of time and was not paid due to the unavailability of a budget		0.750
X.1.2	The supervising consultant was not subject to an addendum for an extension of time and was not paid because he had to carry out the budget submission process first.		0.775
Time (X.2)			
X.2.1	The supervising consultant did not addendum to the extension of time and was not paid because the extension of time for the physical implementation was less than 1 month		0.525
X.2.2	The supervising consultant is responsible for the quality of the contractor's work so that if there is an extension of the physical implementation time, the supervising consultant is still obliged to carry out supervision without additional supervision costs		0.700
Article In Contract (X.3)			
X.3.1	The supervising consultant is bound by the articles in the contract and other terms that have been agreed upon, so that if there is an extension of the physical execution time the supervising consultant cannot apply for an extension of time and an increase in the value of the contract		0.825
X.3.2	The supervising consultant is bound by the conditions listed in the <i>aanwizjing</i> document, so that if there is an extension of the time for physical implementation the supervising consultant cannot apply for an extension of time and an increase in the value of the contract		0.725
X.3.3	The payment term for the supervising consultant follows the progress of the contractor's work, even though there is an extension of the physical implementation time		0.575
X.3.4	The supervising consultant must make progress approval for payment terms for physical work during the extended period, even though the consultant is not subject to an addendum to the extension of time and is not paid		0.825
X.3.5	Submission of the supervisory consultant's final report must be based on the weight of the contractor's implementation work 100%		0.875
Understanding of the Articles in the Contract (X.4)			
X.4.1	The supervisory consultant does not understand the contents of the work contract so that if there is an extension of the time for physical implementation, they cannot apply for an extension of time and an increase in the value of the contract		0.650
X.4.2	Service users do not understand a fair work contract in accordance with applicable government regulations so that there is an article that if there is an extension of the time for the physical implementation of the supervisory consultant, an addendum to the extension of time is not carried out and no payment is made		0.500
X.4.3	The supervisory consultant's contract document on the general requirements of the article on the extension of the implementation time is not in line with what is stated in the SMPK, this has the potential to become a dispute		0.625

(Source: Processed by the author, 2023)

**RII test results based on the opinion of the Supervision Consultant**

**Table 4.** RII calculation results from variables X1, X2, X3 and X4 based on the opinion of the Supervision Consultant

<b>Variable</b>		
Cost (X.1)		
X.1.1	The supervising consultant was not subject to an addendum for an extension of time and was not paid due to the unavailability of a budget	0.524
X.1.2	The supervising consultant was not subject to an addendum for an extension of time and was not paid because he had to carry out the budget submission process first.	0.571
Time (X.2)		
X.2.1	The supervising consultant did not addendum to the extension of time and was not paid because the extension of time for the physical implementation was less than 1 month	0.559
X.2.2	The supervising consultant is responsible for the quality of the contractor's work so that if there is an extension of the physical implementation time, the supervising consultant is still obliged to carry out supervision without additional supervision costs	0.547
Article In Contract (X.3)		
X.3.1	The supervising consultant is bound by the articles in the contract and other terms that have been agreed upon, so that if there is an extension of the physical execution time the supervising consultant cannot apply for an extension of time and an increase in the value of the contract	0.618
X.3.2	The supervising consultant is bound by the conditions listed in the <i>aanwizjng</i> document, so that if there is an extension of the time for physical implementation the supervising consultant cannot apply for an extension of time and an increase in the value of the contract	0.618
X.3.3	The payment term for the supervising consultant follows the progress of the contractor's work, even though there is an extension of the physical implementation time	0.606
X.3.4	The supervising consultant must make progress approval for payment terms for physical work during the extended period, even though the consultant is not subject to an addendum to the extension of time and is not paid	0.594
X.3.5	Submission of the supervisory consultant's final report must be based on the weight of the contractor's implementation work 100%	0.665
Understanding of the Articles in the Contract (X.4)		
X.4.1	The supervisory consultant does not understand the contents of the work contract so that if there is an extension of the time for physical implementation, they cannot apply for an extension of time and an increase in the value of the contract	0.565
X.4.2	Service users do not understand a fair work contract in accordance with applicable government regulations so that there is an article that if there is an extension of the time for the physical implementation of the supervisory consultant, an addendum to the extension of time is not carried out and no payment is made	0.724
X.4.3	The supervisory consultant's contract document on the general requirements of the article on the extension of the implementation time is not in line with what is stated in the SMPK, this has the potential to become a dispute	0.812

(Source: Processed by the author, 2023)

Based on the table values above, in the opinion of all respondents 2 dominant indicators have a rating of  $R_{II} 0.7 \leq X \leq 1$  from very important to important which affects the supervisory consultant not being renewed and not being paid, including the following:

**Table 5.** Dominant factors based on the opinions of all respondents with a very important to important ranking

<b>Variable</b>

Article In Contract (X.3)		
X.3.5	Submission of the supervisory consultant's final report must be based on the weight of the contractor's implementation work 100%	0.705
Understanding of the Articles in the Contract (X.4)		
X.4.3	The supervisory consultant's contract document on the general requirements of the article on the extension of the implementation time is not in line with what is stated in the SMPK, this has the potential to become a dispute	0.776

(Source: Processed by the author, 2023)

Then in the opinion of the service user 7 dominant indicators have an RII rating of  $0.7 \leq X \leq 1$  from very important to important which affects the supervisory consultant not being renewed and not being paid, including the following:

**Table 6.** Dominant factors based on the opinion of Service Users with the ranking of very important to important

Variable		
Cost (X.1)		
X.1.1	The supervising consultant was not subject to an addendum for an extension of time and was not paid due to the unavailability of a budget	0.750
X.1.2	The supervising consultant was not subject to an addendum for an extension of time and was not paid because he had to carry out the budget submission process first.	0.775
Time (X.2)		
X.2.2	The supervising consultant is responsible for the quality of the contractor's work so that if there is an extension of the physical implementation time, the supervising consultant is still obliged to carry out supervision without additional supervision costs	0.700
Article In Contract (X.3)		
X.3.1	The supervising consultant is bound by the articles in the contract and other terms that have been agreed upon, so that if there is an extension of the physical execution time the supervising consultant cannot apply for an extension of time and an increase in the value of the contract	0.825
X.3.2	The supervising consultant is bound by the conditions listed in the <i>aanwizjng</i> document, so that if there is an extension of the time for physical implementation the supervising consultant cannot apply for an extension of time and an increase in the value of the contract	0.725
X.3.4	The supervising consultant must make progress approval for payment terms for physical work during the extended period, even though the consultant is not subject to an addendum to the extension of time and is not paid	0.825
X.3.5	Submission of the supervisory consultant's final report must be based on the weight of the contractor's implementation work 100%	0.875

(Source: Processed by the author, 2023)

Meanwhile, in the opinion of the supervisory consultant, 2 dominant indicators have an RII rating of  $0.7 \leq X \leq 1$  from very important to important which affects the supervisory consultant not to be extended and not paid, including the following:

**Table 7.** Dominant factors based on the opinion of the supervisory consultant with ranking very important to important

Variable		
Understanding of the Articles in the Contract (X.4)		
X.4.2	Service users do not understand a fair work contract in accordance with applicable government regulations so that there is an article that if there is an extension of the time for the physical implementation of the supervisory	0.724



	consultant, an addendum to the extension of time is not carried out and no payment is made	
X.4.3	The supervisory consultant's contract document on the general requirements of the article on the extension of the implementation time is not in line with what is stated in the SMPK, this has the potential to become a dispute	0.812

(Source: Processed by the author, 2023)

### **Comparative Analysis of Contract Articles with Government Regulations and *Fidic White Books***

Contracts in a project, especially contracts between service users and supervisory consultants, have a time connection with contracts between service users and contractors, where the implementation period will be the same between the consultant contract and the contractor contract. Therefore, if there is an extension of time for the implementing contractor, it will also impact the supervising consultant.

In a contract it is stated that the contract for the supervising consultant is the unit price, there is also a type of contract for the time of assignment. The time for the contract implementation for the supervisory consultant is the same as the time for completing the contract for the contractor. Still, the contract states that if there is an extension of the time for physical implementation, the supervisory consultant is still obliged to carry out supervision without additional supervision costs. One of the conditions for paying the supervisory consultant's term is to attach the progress of the physical work, this will result in a problem where when an addendum occurs for the extension of the implementing contractor's time, when the contract for the supervisory consultant has been completed but cannot submit 100% payment because the progress of the implementing contractor has not been completed

Based on PP number 12 of 2021 concerning Amendments to presidential regulation number 16 of 2018 concerning procurement of government goods/services, Article 27 paragraph 4 states that "the type of contract for the procurement of construction consulting services consists of a lump sum contract and an assignment contract". In paragraph 11 it is explained that a contract based on the time of assignment is a consulting service contract for work whose scope cannot be defined in detail and the time required to complete the work is uncertain.

In accordance with Presidential Regulation No. 16 of 2018 concerning Procurement of government goods/services, it is explained that in Chapter VII Article 54 paragraph 2, If the contract change as referred to in paragraph (1) results in an increase in the contract price, the contract change is carried out provided that the final contract price addition does not exceed 10% (ten percent) of the price stated in the initial contract.

Following are some of the clauses in *the FIDIC white book*, where a delay will also affect payments to the consultant.

#### **Delays:**

1. The Consultant is entitled to an extension of the turnaround time if and to the extent that the completion of the services is delayed or will be caused by one of the following causes:
  - a. a variety of services
  - b. any delay, obstruction or prevention caused by or attributable to the client, or other client consultants, contractors, or other third parties.
  - c. extraordinary event/force majeure.
  - d. any other event or circumstance that gives the right to extend the settlement period under the agreement.
2. Any extension of the completion time must take into account the program and any constraints within it

3. Where any circumstances referred to in sub-clause 4.4.1 cause the consultant to incur extraordinary costs, the agreed remuneration must be adjusted according to sub-clause 7.1.2 (payment to the consultant). As soon as possible, the consultant must notify the client of the occurrence of extraordinary expenses by issuing a notice

**About Payment To Consultants**

1. The client must pay the consultant for services (including service variations) in accordance with the details set out in attachment 3 [remuneration and payment]
2. Unless otherwise agreed in writing, the client shall pay the consultant in respect of any extraordinary costs
  - a. For the additional time spent by consultant personnel in the performance of services at the rates and prices listed in appendix 3 [remuneration and payments]. If the rates and prices do not apply, the parties will agree on the new rates and prices. If an agreement is not reached within fourteen (14) days of the issuance of the relevant notice, then reasonable rates and prices will be applied, and
  - b. Cost of all other expenses reasonably incurred by the consultant.

**Results**

According to all respondents, the dominant causal factors for supervisory consultants were not renewed and not paid, and from the service users and supervisory consultants had different opinions. In accordance with the table above, it can be seen that the first and second largest RII values are as follows:

1. In the opinion of all respondents, the first largest RII value was X.3.4 Article in the Contract " The supervisory consultant's contract documents in the general terms of the article extending the implementation time are not in line with those contained in the SMPK, this has the potential to become a dispute". Then the second largest RII value is X.3.5 Article in the Contract "Submission of the supervisory consultant's final report must be based on the weight of the work of the contractor 100% "
2. According to service users, the first largest RII value is X.3.5 Article in the contract " Submission of the final report of the supervising consultant must be based on the weight of the contractor's work 100% ". Then the second largest RII value is X.3.1 Article in the contract " The supervisory consultant is bound by the articles in the contract and other terms that have been agreed upon, so that if there is an extension of the physical implementation time the supervisory consultant cannot apply for an extension of time and an increase in the value of the contract", and X3.4 Article in the contract "The supervisory consultant must make progress approval for the terms of payment for physical work during the extension period, even though the consultant is not subject to an addendum to an extension of time and is not paid.
3. According to the RII supervisory consultant, the first biggest value is X.4.3 " The supervisory consultant's contract documents on the general requirements of the article on the extension of the implementation time are not in line with those contained in the SMPK, this has the potential to become a dispute". Then the second largest RII value is X.4.2 " Service users do not understand fair employment contracts in accordance with applicable government regulations so that there is an article that if there is an extension of the time for the physical implementation of the supervisory consultant, an addendum to the extension of time is not carried out and no payment is made"

Based on the comparison above, the authors think that the supervisory consultant has the right to an extension of time and additional costs for supervision during the extension period due to the extension of the physical implementation time by the contractor, with technical considerations and the results of the feasibility study of the proposed extension and outlined in the addendum to the contract. As for the additional cost, it can be taken from the difference in the estimated price itself with the price stated in the contract where based on Presidential Regulation No. 16 of 2018 the final contract price addition does not exceed 10% (ten percent) of the price stated in the initial contract.

## CONCLUSION

We can see that the dominant causal factors for supervisory consultants not being renewed and not being paid according to the first and second largest RII values are as follows: a) In the opinion of all respondents the first largest value of RII is X.3.4 Article in the Contract "The supervisory consultant contract documents in the general terms of the article extending the implementation time are not in line with those contained in the SPMK, this has the potential to become a dispute". Then the second largest RII value is X.3.5 Article in the Contract "Submission of the supervisory consultant's final report must be based on the weight of the contractor's implementation work 100%". b) According to service users, the first largest RII value is X.3.5 Article in the contract "Submission of the final report of the supervisory consultant must be based on the weight of the contractor's work 100%". Then the second largest RII value is X.3.1 Article in the contract "The supervisory consultant is bound by the articles in the contract and other terms that have been agreed upon, so that if there is an extension of the time for physical implementation the supervisory consultant cannot apply for an extension of time and an increase in the value of the contract", and X3.4 Article in the contract "The supervisory consultant must make progress approval for the terms of payment for physical work during the extension period, even though the consultant is not subject to an addendum to the extension of time and is not paid.c) According to the RII supervisory consultant, the first biggest value is X.4.3 "The supervisory consultant's contract documents on the general requirements of the article on the extension of the implementation time are not in line with those contained in the SPMK, this has the potential to become a dispute". Then the second largest RII value is X.4.2 "Service users do not understand fair work contracts in accordance with applicable government regulations so that there is an article if there is an extension of the time for the physical implementation of the supervisory consultant, an addendum to the extension of time is not carried out and no payment is made". d) We can see that these factors exist in the articles in the contract and the understanding of the articles in the contract. The articles in the contract can be interpreted differently by the service user or the supervisory consultant, resulting in potential future disputes. In a contract the contents of the articles must be guided by fairness to one another between the contracting parties. Based on the results of the comparison above, the authors think that the supervisory consultant is entitled to an extension of time and additional costs for supervision during the extension period due to the extension of the physical implementation time by the contractor with technical considerations and the results of the feasibility study of the proposed extension and outlined in the addendum to the contract.

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