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Article Title

Resolving Construction Disputes through Negotiation: A Case Study of Amendments to the Environmental Impact Assessment for an Electricity Infrastructure Project

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ABSTRACT

Electricity infrastructure development in Indonesia often faces disputes that can potentially hinder project completion. One of the prominent issues in construction disputes is the amendment to the EIA, which is legally regulated by Law Number 32 of 2009 and Government Regulation Number 22 of 2021. This study employs a qualitative approach with a case study on Project X, an electricity transmission line construction project. Data were collected through literature review, document analysis, and participatory observation of the negotiation process. The results show that the Contractor's financial constraints were the root of the dispute in Project X, which had implications for the delayed completion of the amendment to the EIA. Negotiation, as an ADR mechanism, played a crucial role in resolving this dispute. The success of the negotiation was supported by interactional dynamics characterized by effective communication, adaptive leadership, and comprehensive data support. This case study affirms the repositioning of negotiation as an effective dispute resolution mechanism in the construction context, especially involving environmental aspects. This research also emphasizes the importance of compliance with EIA regulations, especially Law Number 32 of 2009 and Government Regulation Number 22 of 2021, and highlights the need for effective communication strategies in the negotiation process to reach a sustainable agreement.

Keywords: ADR; Construction Disputes; EIA; Electricity Infrastructure; Negotiation.

INTRODUCTION

Energy consumption in Indonesia has demonstrated a significant and persistent upward trend. The most recent data from the State Electricity Company (PLN) indicates that in the first half of 2024, electricity consumption experienced a sharp increase of 7.54%, surpassing the projected annual growth rate established in the Electricity Supply Business Plan (RUPTL) (Trianto, 2024). The RUPTL, which is formulated in the Decision of Minister of Energy and Mineral Resources Number 188.K/HK.02/MEM.L/2021, predicts an average national electricity consumption growth rate of 4.9% per annum over the 2021-2030 period. This surge in consumption, exceeding projections, signals an accelerating need for energy that requires immediate attention. To respond to this dynamic, the Government has designated the development of electricity infrastructure as a national priority. This policy is underpinned by the understanding that electricity infrastructure is a primary catalyst for sustainable national development, as affirmed in various national strategic planning documents.

The development of electricity infrastructure carries broad and multidimensional significance, extending beyond merely meeting energy demands (Indahwati et al., 2025). The existence of reliable and adequate infrastructure serves as a stimulus for inclusive economic growth and improved quality of life for the populace holistically. Empirically, the availability of a stable electricity supply correlates positively with increased productivity in business sectors, encompassing small, medium, and large enterprises. Furthermore, the development of electricity infrastructure creates opportunities for new employment, both directly and indirectly, thereby contributing to a reduction in unemployment rates and an improvement in the standard of living (Yanuar et al., 2025). Additionally, the expansion of electricity networks to remote

areas previously underserved, represents a concrete step toward realizing equitable development and energy justice for all Indonesian citizens.

Despite its substantial potential benefits, the realization of electricity infrastructure development faces complex and intertwined challenges. One of the primary challenges is the land acquisition process, which often becomes an obstacle, hindering the pace of development. This complexity relates not only to the legal and formal aspects of land ownership but also to socio-cultural dimensions, such as determining fair compensation acceptable to the affected communities. A study conducted by [Omaleng and Wahid \(2022\)](#) highlights that land issues are among the crucial factors frequently causing conflicts in development projects across various nations, including Indonesia. Consistent with this finding, [Sajiah \(2020\)](#) research indicates that delays in land procurement are a significant cause of the postponement of projects employing multi-year contract schemes.

Furthermore, the development of electricity infrastructure is frequently accompanied by resistance from communities concerned about potential adverse environmental and health impacts. These concerns, if not managed effectively, can trigger social opposition that may impede project progress. For instance, the research of [Agnes and Koestoer \(2021\)](#) highlights the adverse environmental impacts of infrastructure development at various stages, from construction to operation. Therefore, the Parties must implement effective communication and community engagement strategies to mitigate potential resistance and foster a shared understanding of the long-term benefits of electricity infrastructure projects.

From a financing perspective, funding also presents a distinct challenge, particularly in large-scale projects requiring long-term investment. Exchange rate fluctuations, limited availability of financing sources, and long-term financing risks are factors that can affect project continuity and success. [Masoetsa et al. \(2022\)](#) research on the influence of budget allocation on construction project performance confirms that sound financial planning and management are key to infrastructure project success. Consequently, the Parties must formulate innovative and sustainable financing schemes to support electricity infrastructure development in Indonesia.

To meet the nation's growing energy needs, the Government initiated "Project X" (a pseudonym), a strategic national electricity transmission line development initiative mandated in the RUPTL. This project is designed with a comprehensive and integrated scope of work, encompassing various interconnected stages, ranging from feasibility studies, financing, site surveys, technical design, permitting, Environmental Impact Assessment (EIA) preparation, land acquisition, and physical construction to handover and operation. The complexity of Project X demands robust coordination among stakeholders, meticulous planning, and precise execution at each stage. However,

during its implementation, the project encountered construction disputes stemming from the Contractor's failure to fulfil funding obligations as stipulated in the Contract. This situation was exacerbated by inaccurate payment claims disproportionate to the actual progress on site and further complicated by technical design changes that necessitated an amendment to the previously approved EIA, which the Contractor has yet to undertake due to budgetary constraints. This series of issues has resulted in delays to the completion of Project X and has the potential to cause more significant losses, both financially and non-financially.

The turmoil experienced in Project X indicates that construction disputes are an inevitable phenomenon in large-scale infrastructure projects. [Ronquillo et al. \(2023\)](#) defines a dispute as a manifestation of disagreement or differing viewpoints among Parties that could potentially have adverse impacts on the organization and require constructive resolution. In this context, Alternative Dispute Resolution (ADR) approaches, mainly through negotiation mechanisms, emerge as a more effective and efficient alternative to conventional litigation ([Crisyanti et al., 2023](#)). Negotiation offers greater flexibility in accommodating the interests of the Disputing Parties, emphasizing a win-win solution principle. This research is focused on examining in-depth the determinant factors that support the success of negotiations in resolving construction disputes, specifically those related to amendments to the EIA, using Project X as a case study.

Through a comprehensive analysis of the dispute dynamics and the negotiation process in Project X, this research aims to formulate strategies and practical recommendations for stakeholders in managing and resolving similar disputes in the future. Crucial aspects such as effective communication, transformative leadership, comprehensive regulatory understanding, flexibility in reaching compromises, complete and accountable documentation, and a strong commitment to achieving mutually agreed-upon resolutions will be explored in depth. Thus, the results of this research are expected to contribute to the development of a more effective construction dispute resolution framework, especially within the context of sustainable electricity infrastructure development.

METHOD

This research employs a qualitative approach to examine in-depth the phenomenon of construction dispute resolution through negotiation, with a specific focus on amendments to the EIA in an Electricity Infrastructure Project, identified as Project X. This approach was chosen due to its exploratory nature and its ability to uncover the complex dynamics inherent in negotiation processes, including aspects that are difficult to quantify, such as communication, interaction, and the strategies of the involved parties ([Irwansyah, 2021](#)).

To obtain comprehensive and in-depth data, this research combines literature review and participatory observation methods (Qamar & Rezah, 2020). The initial phase of the research focused on an extensive literature review to establish a solid theoretical foundation. This review encompassed an examination of academic literature relevant to construction dispute resolution, ADR methods, particularly negotiation, and regulations pertaining to EIAs. Specifically, this research references Law Number 32 of 2009 and Government Regulation Number 22 of 2021. In addition, the contract documents and supporting documents of Project X were analyzed to understand the context and substance of the dispute.

As the primary data collection method, participatory observation was conducted during a series of negotiation meetings that took place during the research period. This observation was focused on meticulously recording the dynamics of interaction among the involved parties, including communication patterns, negotiation strategies, and decision-making processes. Particular attention was given to how the negotiators employed arguments based on facts, data, and applicable regulations, as well as how they managed and resolved conflicts that arose during the negotiation process. Each meeting was carefully documented to record the specific approaches used in the dispute resolution efforts, including identifying factors that influenced the success or failure of the negotiations. These factors include aspects of communication, leadership, the flexibility of the parties, and their ability to formulate mutually beneficial solutions (win-win solutions).

The collected data, from the literature review, document analysis, and participatory observation, were analyzed qualitatively using descriptive analysis techniques (Sampara & Husen, 2016). This analysis aimed to identify and examine the factors influencing the effectiveness of negotiations, the crucial role of the EIA study in resolving construction disputes, and the ADR strategies, particularly negotiation, implemented by each party in Project X. Through this in-depth and comprehensive analysis, it is expected that new findings can be formulated that contribute to the development of more effective and efficient construction dispute resolution strategies and provide concrete recommendations for better dispute resolution practices in the future, particularly within the context of electricity infrastructure development in Indonesia.

RESULTS AND DISCUSSION

An in-depth analysis of the dynamics of construction dispute resolution in Project X, with a particular focus on the amendments to the EIA, yielded several significant findings. These findings reflect the complexity and challenges in the implementation of ADR, particularly negotiation, within the context of electricity

infrastructure projects. Broadly, the findings of this research can be categorized into three main interrelated aspects: The Contractor's Financial Constraints as the Root of the Dispute, the Repositioning of Negotiation as a Conflict Resolution Mechanism, and the Interactional Dynamics within the Negotiation Process. These three aspects will be comprehensively elaborated upon in the following sub-sections to provide a holistic understanding of the determinant factors for successful negotiation in resolving construction disputes related to amendments to the EIA.

A. The Contractor's Financial Constraints as the Root of the Dispute

The realization of Project X, a national strategic project in electricity infrastructure development, was hampered by the Contractor's financial constraints, which subsequently developed into the root of the dispute. The origin of this issue lies in the Contractor's failure to fulfil its funding commitments as stipulated in the Contract. The Contract obliged the Contractor to mobilize financial resources through a combination of internal equity and external funding that are accessible and in line with project progress. In reality, the Contractor failed to secure external financing and relied solely on internal equity, which proved insufficient. This financial deficiency triggered a domino effect, leading to project stagnation, where the Contractor was unable to perform the work according to the agreed schedule due to a lack of funds.

The implications of this delay are multidimensional, not only potentially incurring substantial contractual penalties but also threatening the Contractor's reputation through a blacklisting mechanism that has long-term consequences for business continuity. Furthermore, this financial distress has caused a rift in the contractual relationship between the Parties, culminating in an escalating conflict. This situation affirms the empirical findings of [Yang et al. \(2023\)](#), who states that the availability and adequacy of budget are critical factors in the success of a project. According to them, budget deficiencies strongly correlate with schedule deviations and cost escalations and, ultimately, can lead to overall project failure.

One of the crucial consequences of the Contractor's financial constraints in the context of Project X is that they impede the environmental aspect. The technical changes/rerouting of the transmission line required the Contractor to amend the EIA, which became an object of dispute itself and was addressed through negotiation, although the Contractor has not completed the amendment to the EIA. This phenomenon indicates that financial constraints not only have implications for contractual and financial aspects but can also extend to and complicate environmental aspects in strategic infrastructure projects.

B. The Repositioning of Negotiation as a Dispute Resolution Mechanism

In the discourse of contemporary construction dispute resolution, negotiation has undergone a significant repositioning from merely an alternative to a preferred mechanism for resolving disputes, especially in complex infrastructure projects such as Project X. This phenomenon reflects a paradigm shift in viewing disputes, transitioning from an adversarial, formalistic, and protracted litigation approach to an ADR approach that emphasizes the principles of deliberation, consensus-building, restorative justice, and the sustainability of relationships between the Parties (Asis, 2024). This repositioning is not without a strong legal basis. Article 88 section (1) of Law Number 2 of 2017 imperatively mandates the resolution of Construction Work Contract disputes through deliberation to reach a consensus. Furthermore, Article 6 section (1) of Law Number 30 of 1999 stipulates that:

“Civil disputes or disagreements may be resolved by the parties through alternative dispute resolution based on good faith, setting aside litigious settlement in the District Court.”

The aforementioned provision clearly establishes the position of ADR, including negotiation, as an out-of-court civil dispute resolution mechanism based on the good faith of the Parties (Supriyadi et al., 2022). The concept of out-of-court dispute resolution through ADR is not solely oriented towards legal-formal aspects. As argued by Waisapi (2024), ADR also encompasses a moral dimension, thus enabling the achievement of resolutions that are not only legally just but also ethically acceptable to the disputing Parties without placing one party in a losing position (zero-sum game).

In Indonesia, the significance of negotiation as a dispute resolution instrument in construction projects has been further accelerated in line with the increasing complexity and scale of infrastructure projects, which imply a higher potential for conflict. Moreover, in the context of Project X, negotiation became a vital instrument in bridging the disparity of perceptions and interests among the Parties regarding the amendment to the EIA. This significance is reinforced by the reality that infrastructure projects often involve various stakeholders with heterogeneous backgrounds, perspectives, and interests. Through inclusive and participatory negotiation, differences in viewpoints can be accommodated and managed constructively to achieve a resolution acceptable to all parties.

Through the negotiation forum, the Parties are facilitated to directly articulate their arguments, clarify misunderstandings, and collaboratively formulate solutions that accommodate common interests (win-win solutions). This dialectical process allows substantial issues related to the EIA, such as environmental impact mitigation strategies, community engagement schemes, and fulfilment of permit

requirements, to be discussed comprehensively, participatively, and transparently (He et al., 2023). On the other hand, the characteristics of ADR, which are confidential, time and cost-efficient, and not bound by rigid procedural formalism, as concluded by Gayo (2024), make negotiation a rational choice for businesses that prioritize effective and sustainable dispute resolution. Furthermore, the achievement of consensus through genuine and transparent negotiation is expected to foster a sense of ownership over the agreed-upon outcome, minimize the potential for future conflicts, and strengthen the commitment of the Parties to implement the agreement consistently.

The concrete application of negotiation in Project X, specifically in the context of resolving disputes related to the amendment to the EIA, empirically illustrates the effectiveness and utility of this approach. The primary focus of the negotiation was directed towards aligning the fulfilment of contractual rights and obligations of each Party. During the complex negotiation process, a crucial issue emerged regarding the 100% payment claim submitted by the Contractor. This claim was based on the argument that the Contractor had completed the EIA and obtained Environmental Approval. As justification for the claim, the Contractor relied on clauses in the Contract that regulate payment rights for the completion of specific work. The Environmental Approval was considered concrete evidence demonstrating that the EIA had been carried out in accordance with the applicable provisions, thereby entitling the Contractor to complete payment as stipulated in the Contract.

From a Construction Contract Law perspective, a payment claim is a legal instrument for the Contractor to claim payment for work achievements that have been completed in accordance with the agreed specifications and targets (Hardjomuljadi, 2023). However, the submission of a payment claim does not automatically imply approval of payment. The claim must first be verified and validated by the project owner to ensure its conformity with the actual work progress on-site and the contractual provisions. However, the project owner, represented by the Field Supervisor, held a different interpretation. They were of the opinion that the 100% claim could not yet be fulfilled, considering that the Contractor's work progress, both in terms of the substantive refinement of the amendment to the EIA and the physical realization on-site, had not fully met the expectations and requirements stipulated in the Contract.

It is this fundamental divergence of perceptions between the Contractor and the project owner that became the epicentre of the dispute and simultaneously justifies the urgency of negotiation as a dispute resolution mechanism. Through negotiation based on the principles of honesty, transparency, and equality, the

Parties are encouraged to comprehensively and transparently present their respective bases of argumentation, complete with valid and reliable supporting evidence. Thus, it is expected that the payment claim dispute and other issues related to the amendment to the EIA in Project X can be clarified and resolved effectively while simultaneously providing legal certainty and justice for all Parties involved.

C. Interactional Dynamics within the Negotiation Process

Participatory observation of the negotiation process in the Project X dispute resolution revealed complex, multi-layered, and strategically charged interactional dynamics. In this context, the orchestration of effective communication and adaptive leadership were determinant factors in directing negotiations towards a constructive, accountable, and equitable resolution. This finding aligns with [Henderson \(2021\)](#) proposition, which positions proper and constructive communication as the essential foundation for effective leadership, which in turn contributes significantly to optimizing the achievement of desired outcomes. [Nurhayati et al. \(2022\)](#) further elaborates on the principles of effective communication through the acronym REACH (Respect, Empathy, Audible, Clarity, Humble), which should guide leaders in managing and reducing conflict in an elegant and dignified manner. Within the institutional framework of Project X, the project owner delegated representational authority to the HSSE (Health, Safety, Security, and Environment) Manager, supported by the HSSE Team, to negotiate with the Legal and HSSE Divisions of the Contractor. This appointment reflects an explicit recognition of the significance of HSSE aspects in infrastructure projects and affirms the project owner's strong commitment to ensuring comprehensive compliance with environmental regulations.

In the negotiation dynamics of Project X, leadership competence was clearly manifested through a comprehensive mastery of relevant regulations, particularly concerning the EIA. A high awareness of the strategic significance of the EIA as a vital instrument in ensuring the sustainability and acceptability of the project from an environmental perspective was also a crucial factor. The legal foundation mandating the implementation of the EIA is clearly articulated in the legislation. In this case, Article 40 section (3) of Law Number 32 of 2009 stipulates that:

"In the event that a business and/or activity undergoes changes, the person in charge of the business and/or activity shall renew the environmental permit."

Furthermore, Article 89 of Government Regulation Number 22 of 2021 states that:

“The person in charge of the Business and/or Activity shall make changes to the Environmental Approval if the Business and/or Activity that has obtained an Environmental Feasibility Decision or an approval of the Statement of Commitment to Environmental Management is planned to undergo changes.”

These two regulations explicitly underscore the relevance of the EIA in every stage of project planning and implementation and require the renewal of environmental permits if there are significant changes to the business and/or activity. Furthermore, these regulations also stipulate substantial administrative sanctions, ranging from significant fines to suspension of project operations to revocation of business licenses, for entities that ignore or violate EIA-related provisions. These legal consequences provide additional pressure on the Parties to reach an agreement regarding the EIA. In the context of Project X, changes in the design and technical configuration of the project implied the necessity to amend the EIA, which directly affected the timeline and overall project configuration.

A holistic, in-depth, and synergistic understanding among the Negotiators regarding the substance, implications, and legal consequences of environmental regulations, particularly the EIA, proved capable of directing the negotiation discourse in a more focused, substantive, and solution-oriented manner. The dynamics of the negotiation were no longer dominated by the exchange of adversarial claims and positions but transformed into a deliberative forum oriented towards collaborative efforts to fulfil EIA requirements while still considering and accommodating the legitimate interests and aspirations of each Party. In this context, the EIA evolved from merely a formalistic administrative document into a strategic instrument with a strong driving force in the conflict resolution process, facilitating constructive dialogue and crystallizing a shared commitment to achieving a sustainable solution. The success of this negotiation was also catalyzed by an effective communication strategy and visionary leadership, manifested through the provision, presentation, and analysis of comprehensive, transparent, factually factually-based, verified, and reliable data and documentation. Technical and legal documents related to EIA management, including project historical data, environmental monitoring data, and correspondence between the Parties, became central references in the deliberation process, claim verification, and decision-making, ensuring that each argument and position presented had a solid and accountable empirical and legal basis.

As a synthesis of a series of intensive, dynamic, and argument-laden negotiations, the Parties ultimately achieved a comprehensive consensus regarding the amendment to the EIA for Project X. This consensus was then formalized and bound in a Minutes of Agreement that specifically and in detail stipulated the

percentage of payment to be received by the Contractor. The determination of this percentage was based on the results of a careful evaluation and verification of the progress of the amendment to the EIA work that had been carried out, which had been rigorously verified and validated by the Field Supervisor. In addition, the Minutes of Agreement also explicitly regulated the mechanism and roadmap for the preparation of further amendments to the EIA, adjusted to the changes in design, technical configuration, and actual conditions in the field. This comprehensive agreement not only serves as a final resolution to the dispute that emerged but also holds precedential value and serves as a strategic guide for managing and resolving EIA-related issues in the future while simultaneously mitigating the potential for residual conflict. The achievement of this consensus reaffirms [Hendrayana \(2020\)](#) proposition that negotiation skills, as an integral and essential component of conflict management, need to be continuously honed, developed, and actualized to improve the quality and effectiveness of resolving complex and multidimensional problems, particularly in the context of infrastructure projects that are fraught with risk and uncertainty.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion presented in the preceding chapters, several conclusions can be drawn. *First*, the financial constraints faced by the Contractor in Project X, particularly in fulfilling the funding commitments according to the Contract, were the root of the dispute, impacting the project's completion, including the environmental aspects related to the amendment to the EIA. *Second*, the repositioning of negotiation as an ADR mechanism proved effective in bridging differences in interests and formulating accommodative solutions, especially in the context of disputes involving amendments to the EIA. As illustrated in the interactional dynamics of Project X, negotiation based on effective communication and adaptive leadership, supported by comprehensive data, can produce constructive and mutually acceptable agreements for all Parties. *Third*, the amendment to the EIA transformed from a mere administrative document into a strategic instrument in conflict resolution, facilitating constructive dialogue and crystallizing a shared commitment to achieving a sustainable solution. *Fourth*, the successful resolution of the Project X dispute through negotiation affirms the importance of actively and transparently involving all stakeholders while upholding the principles of good faith and fairness.

Based on the above conclusions, several strategic recommendations are proposed to improve the effectiveness of construction project dispute management and resolution in the future, particularly in the context of amendments to the EIA. *First*, the Parties need to conduct a comprehensive review of the composition and magnitude of project funding sources. This evaluation should carefully consider the

risks and their potential impact on the continuity and success of the project, resulting in an optimal and sustainable funding structure. *Second*, it is recommended that the Parties hold regular and well-documented progress meetings. These meetings serve as a forum for aligning perceptions, monitoring progress, identifying and resolving emerging issues, and mitigating potential risks, including those related to amendments to the EIA. Comprehensive and structured minutes of the meeting will be an important reference in the negotiation and dispute resolution process. *Third*, the Contractor and project owner need to equip the Parties involved in negotiations, such as the legal team and the HSSE team, with effective negotiation and communication skills training. This capacity building will equip them with better capabilities in managing conflict and achieving quality resolutions. *Finally*, the government needs to conduct more intensive socialization and education on ADR, especially negotiation, for all construction service providers to build a culture of collaborative dispute resolution oriented towards long-term solutions.

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