



SIGn Jurnal Hukum

E-ISSN: 2685 – 8606 || P-ISSN: 2685 – 8614

<https://jurnal.penerbitsign.com/index.php/sjh/article/view/v6n2-28>

Vol. 6 No. 2: October 2024 - March 2025

Published Online: February 20, 2025

Article Title

The Legal Force of Change Order Instruction for the Work in Construction Contracts: A Case Study of Substation Development in Central Sumatra

Author(s)

Iwan Arif Setiyawan

Universitas Pekalongan, Indonesia || iwanarifs@gmail.com

David Mangara Pasaribu*

Universitas Pekalongan, Indonesia || davidmangara22@gmail.com

*Corresponding Author

Rizal Hikmahtiar

Universitas Pekalongan, Indonesia || rizal.hikmahtiar@gmail.com

How to cite:

Setiyawan, I. A., Pasaribu, D. M., & Hikmahtiar, R. (2025). The Legal Force of Change Order Instruction for the Work in Construction Contracts: A Case Study of Substation Development in Central Sumatra. *SIGn Jurnal Hukum*, 6(2), 452-467. <https://doi.org/10.37276/sjh.v6i2.409>



This work is licensed under a [CC BY-4.0 License](https://creativecommons.org/licenses/by/4.0/)

ABSTRACT

Variations in construction projects often lead to disputes, particularly concerning implementing change order instructions. To address this issue, this research aims to analyze the legal status of change order instructions in construction contracts in Indonesia, as well as the rights and obligations of the service provider (Contractor) related to the issuance of such instructions. This research employs a normative juridical approach with a case study of substation construction projects in Central Sumatra. Data sources include legislation, contract documents, and relevant legal literature. The research findings indicate that, although normatively based on the principle of freedom of contract and regulations on government procurement of goods/services, a change order instruction has a weak legal position without a contract addendum agreed upon by both parties. Furthermore, the Contractor has the right to negotiate changes and to reject instructions that do not follow procedure but is obligated to execute changes that have been agreed upon. The case analysis of the substation projects revealed that the absence of a firm clause regarding the status of change order instructions within the hierarchy of contract documents is the primary source of problems. Therefore, this research concludes that change order instructions require more comprehensive regulation within construction contracts to protect the parties' rights and minimize the potential for disputes.

Keywords: Change Order Instruction; Construction Contract; Contract Addendum; Substation.

INTRODUCTION

The construction of electrical infrastructure, particularly substations, is the cornerstone of efforts to meet the nation's growing energy demand (Yanuar et al., 2025). As part of its commitment to providing reliable and equitable energy access, PT. PLN (Persero) Main Development Unit (UIP) for Central Sumatra manages transmission and substation projects across four strategic provinces: Jambi, Riau, Riau Islands, and West Sumatra. This mandate is reinforced by the Decision of the Minister of Energy and Mineral Resources Number 188.K/HK.02/MEM.L/2021, which authorizes the development of 84 substation projects with a total capacity of 5,730 MVA, managed by three Project Implementation Units (UPPs) under PLN UIP Central Sumatra. The success of these vital projects, which are in various phases of development, depends heavily on a robust legal framework and effective contract management (Rahmiko et al., 2025).

In every substation construction project, the construction contract is the legal foundation governing the interactions between the service user (the Employer) and the service provider (the Contractor) (Junaedi et al., 2025). This contract details the rights and obligations of each party and establishes mechanisms for risk management, resource allocation, and dispute resolution procedures. More than just an administrative document, the construction contract is vital to ensure that all aspects of the work, from planning to completion, are aligned with the agreed-upon technical specifications, budget, and schedule (Muhlis & Valdiansyah, 2023). Clarity, precision, and definitiveness in drafting the construction contract are key to minimizing potential conflicts and ensuring project success.

However, field dynamics often present challenges that necessitate adjustments to the initial plan (Sebastian et al., 2025). Changes in the scope of work, whether additions or reductions are common in construction projects, including substation construction in Central Sumatra. To address these changes, the Employer typically issues a change order instruction, a formal directive to the Contractor to make the necessary modifications (Setiarini et al., 2023). This change order instruction, which will subsequently be integrated into the contract through an addendum, has significant legal implications for the rights and obligations of the parties, particularly concerning adjustments to cost and time for completion.

In practice, the implementation of change order instructions is not always seamless. Various obstacles arise, ranging from the Contractor's reluctance to execute instructions due to the lack of a price agreement to executing changes without a proper contract addendum. Differing understandings of the legal force of change order instructions, the resulting rights and obligations, and the contract adjustment mechanism can potentially trigger disputes that hinder project completion and cause financial losses. This situation underscores the importance of an in-depth study of the legal aspects of change order instructions in construction contracts.

Although the issue of variations in construction contracts has received attention, research explicitly examining the legal force of change order instructions in the context of substation development in Indonesia remains limited. Wisnuaji's et al. (2025) research focused on the interpretation of the time for completion as a basis for price adjustment in substation project variations in Lampung. Triwijaya's et al. (2025) research also focused on dispute resolution regarding price adjustments due to payment delays related to the COVID-19 force majeure event. While both studies provide valuable contributions, they do not directly address the legal force of the change order instruction itself as an instrument of contract variation and its implications for the rights and obligations of the Contractor.

This research aims to fill this gap by comprehensively examining the legal force of change order instructions in substation construction contracts in Central Sumatra. This analysis will examine the legal basis for issuing change order instructions, their conformity with contract law principles, relevant laws and regulations, and the FIDIC Red Book contract standards. Furthermore, this research will examine the rights and obligations inherent to the construction Contractor in executing change order instructions. Thus, this research is expected to significantly contribute to clarifying the status of change order instructions, minimizing potential disputes, and fostering a more harmonious and productive working climate in future construction projects.

METHOD

This research employs a normative juridical approach to examine the legal force of change order instructions in construction contracts, specifically within the context of substation development projects in Central Sumatra. This approach is chosen because the primary focus of the research is to analyze the legal norms contained in legislation, contract documents, and relevant legal literature (Irwansyah, 2021). More specifically, this research applies a combination of several legal research approaches. *First*, a statute approach is used to examine the hierarchy and substance of relevant regulations, including Law Number 2 of 2017 and its implementing regulations, as well as the Civil Code concerning contractual obligations. *Second*, a conceptual approach is employed to understand and elaborate on key legal concepts, such as “variations,” “agreement,” and “breach of contract” within the context of construction contracts. *Third*, a case approach is utilized to analyze contract documents, change order instructions, and other related documents as a case study.

The primary data sources in this research consist of primary and secondary legal materials (Sampara & Husen, 2016). Primary legal materials include the aforementioned legislation, substation construction contract documents from Central Sumatra, and change order instructions and contract addenda. Secondary legal materials encompass textbooks, scholarly journal articles, previous research findings, and relevant authoritative online sources, which provide a theoretical foundation and strengthen the analysis. Simultaneously, the collection of legal materials was carried out through library research and document study. Library research was applied to gather secondary legal materials by manually searching legal literature and online legal journal databases. Document study was conducted by collecting, selecting, and classifying primary legal documents directly related to the research object. Both techniques were used complementarily to ensure data completeness.

Furthermore, the analysis of legal materials in this research is carried out qualitatively using content analysis methods (Qamar & Rezah, 2020). This analysis is focused on identifying, interpreting, and systematizing the legal norms governing variations in construction contracts, particularly those related to the legal force of change order instructions. These norms are then critically analyzed concerning contract law principles, general principles of construction law, and relevant legal doctrines to draw comprehensive conclusions that address the research problem. Therefore, the results of this research are expected to provide an in-depth understanding of the status and legal implications of change order instructions in construction contracts.

RESULTS AND DISCUSSION

A. The Legal Status of Change Order Instructions in Construction Contracts

Although not explicitly regulated in Indonesian legislation, the existence of change order instructions in construction contracts has a firm legal basis. This legal basis can be found in the general principles of contract law and provisions that allow for flexibility in contract execution (Wiraantaka et al., 2025). Law Number 2 of 2017 allows the parties to agree on a variation mechanism. Article 46 section (2) of Law Number 2 of 2017 states that the form of a construction work contract can adapt to evolving needs and be implemented by the provisions of laws and regulations. This article implicitly acknowledges the dynamics of project implementation, which may require adjustments.

The principle of freedom of contract, guaranteed in the Civil Code, also serves as a fundamental legal basis (Firdaus, 2023). Article 1338 of the Civil Code affirms that all legally made agreements act as law for those who make them. This principle grants parties in a construction contract the freedom to regulate their rights and obligations, including the mechanism for variations, as long as it does not contravene laws and regulations, public order, and morality. Thus, a change order instruction, an embodiment of the parties' agreement, can be considered valid and binding.

Presidential Regulation Number 16 of 2018 reinforces the legality of contract variations. Article 52 section (1) point e of this Presidential Regulation explicitly states that contract changes are one part of contract execution. Although the main focus of this regulation is government procurement of goods/services, the principle contained therein is relevant to construction contracts in general, namely that changes in contract execution are permissible and regulated (Jaya et al., 2023).

Furthermore, Presidential Regulation Number 12 of 2021 also addresses work orders. Article 28 section (1) point c of this Presidential Regulation mentions work orders as one of the contract forms. Work orders often serve as the basis or initial form of a change order instruction, particularly in government projects. A change order instruction containing directives for changes in the scope of work can serve as initial evidence of an agreement to amend the contract.

For comparison, the FIDIC Red Book international contract standard explicitly addresses variations or changes in work. Sub-Clause 13.1 of the FIDIC Red Book requires that any variation be based on a written instruction from the Engineer or written consent to a variation proposed by the Contractor. This

provision in FIDIC shows that variations initiated through a written instrument are a common and internationally recognized practice in the construction industry.

Within the hierarchy of construction contract documents, a change order instruction has a specific position. Work orders and change order instructions are generally subordinate to the main contract and contract addenda (Wijaya, 2022). It means that a change order instruction cannot alter the fundamental provisions already agreed upon in the main contract or addendum, except with the consent of both parties.

A change order instruction is more accurately viewed as a technical-administrative instrument (Gojali, 2022). Its primary function is to formally communicate the need for changes in the field, whether from the perspective of the Employer or the Contractor. The change order instruction provides clear directions regarding the scope of work to be changed, revised technical specifications, or adjustments to the implementation schedule.

Although important as a communication and coordination tool, a change order instruction does not yet have full binding legal force to alter the substantive rights and obligations of the parties. These substantive rights and obligations primarily relate to changes in the contract value and time for completion. Full binding legal force only arises when the variation is formalized in a contract addendum.

A contract addendum is a supplementary agreement signed by both parties (the Employer and the Contractor). This addendum formally amends the provisions in the original contract (Hardjomuljadi et al., 2021). Once signed, the addendum becomes an integral part of the original contract and has the same legal force.

To minimize the potential for disputes, the clause on variations in a construction contract must be formulated comprehensively and clearly. This clause must regulate the various aspects of variations in detail. Some crucial aspects that must be included are the types of variations allowed, the procedure for proposing and approving changes, the mechanism for price adjustment, and the time for completion.

The variations permitted in a construction contract typically include changes to the design, technical specifications, quantity of work, construction methods, or other changes agreed upon by the parties. The regulation of these changes is important to provide clear boundaries regarding the scope of changes that can be made through a change order instruction. This limitation of scope avoids too significant changes, thereby altering the essence of the original contract.

The procedure for proposing and approving changes must also be regulated in detail in the contract clause. This clause must stipulate the parties authorized to propose changes, both the Employer and the Contractor. In addition, there must be a precise technical and cost evaluation mechanism and a reasonable approval deadline to avoid unnecessary delays.

The price and time adjustment mechanism is crucial to the variations clause. This clause must contain a fair and transparent calculation formula to determine the increase or decrease in cost due to the variation. In addition, there must be provisions regarding the extension of time for completion if the variation impacts the project schedule ([Indahwati et al., 2025](#)).

In addition to the three main aspects above, the variations clause must also regulate the administrative requirements that must be met. These requirements include the format of the change order instruction, the necessary supporting documents (e.g., revised drawings, calculation of work volume), and the procedure for recording changes. With comprehensive and transparent regulations, implementing change order instructions is expected to proceed by the principles of contract law, namely agreement, legal certainty, good faith, and fairness.

B. Rights and Obligations of the Parties in Variations Based on Change Order Instructions

Variations in construction contracts, often initiated through change order instructions, involve a dynamic of rights and obligations between the Employer and the Contractor. These rights and obligations stem from legislation, the agreed-upon contract clauses, and general principles of contract law. A comprehensive understanding of these rights and obligations is crucial to prevent disputes and ensure that variations are carried out by the law ([Widodo et al., 2023](#)).

As the party with authority over the project, the Employer has the prerogative right to issue change order instructions. This right stems from the Employer's position as the project owner, who has the right to determine the scope and specifications of the work. However, this right is not absolute and must be exercised within legal boundaries, including limitations within the Directorate General of Highways' NSPK Number SOP/UPM/DJBM-103 Rev:01. This regulation allows the employer to change the scope of work as long as it is still contained in the contract addendum.

Although it has the right to order changes, the Employer is bound by the obligation to protect the Contractor's interests and maintain balance in the contract. A crucial obligation is to ensure that the value of additional work does

not exceed 10% of the initial contract price. If the value addition exceeds 10%, the Employer must obtain approval from the authorized official and conduct a new procurement process (tender or direct appointment), including for work that is an inseparable construction unit. Furthermore, the Employer is obligated to ensure the availability of sufficient budget to finance the changes and to provide a reasonable extension of time to the Contractor if the changes impact the project schedule. These two obligations are a logical consequence of the Employer's right to order changes and reflect the principle of fairness.

On the other hand, the Contractor has the right to negotiate the details of the variation. This negotiation, which embodies the principle of equality in the contract, covers the scope of work, technical specifications, time for completion, and cost implications. This right of negotiation ensures that changes are made with mutual consent and do not prejudice the Contractor. Furthermore, the Contractor can refuse a change instruction if it is deemed unreasonable, beyond its technical capabilities, or not accompanied by a contract addendum that regulates price and time adjustments.

The Contractor also has the right to submit a claim if the variation results in losses or additional costs. This claim, which must be supported by substantial evidence and transparent calculations, maybe a request for a price adjustment, an extension of time, or compensation for other costs. However, the Contractor also must respond to change instructions promptly and professionally, either by agreeing, rejecting with clear reasons, or proposing conditions.

Once the variation is agreed upon and formalized in an addendum, the Contractor must execute the changes according to the specified specifications, schedule, and quality standards and update the work plan and technical requirements with the Employer's approval. This update includes adjustments to the schedule, work methods, resource allocation, and technical documents. In addition, the Contractor remains bound by all provisions of the original contract that have not been changed, including safety, quality, and environmental protection standards.

For comparison, the FIDIC Red Book also regulates the rights and obligations of the parties in variations. Sub-Clause 13.3 of the FIDIC Red Book, concerning the Variation Procedure, requires a technical and financial review of any variation that impacts the scope and price. Without an amendment ratified by both parties, a change order instruction is not sufficiently strong to alter substantive rights and obligations, including claims for time. This principle aligns with Indonesian contract law, emphasizing agreement and good faith ([Qadri et al., 2025](#)).

C. Case Analysis of Variations in Substation Construction Projects in Central Sumatra

The development of 84 substation projects, which are the responsibility of PLN UIP Central Sumatra, is not immune to the dynamics of variations. These changes, which should be carefully regulated in the construction contract, have instead given rise to several problems that indicate weaknesses in the governance of variations. Documentation studies of construction contracts for several substation projects in this region reveal a general pattern: the absence of a clause that explicitly states that work orders and/or change order instructions are an integral part of the hierarchy of contract documents.

The absence of this clause, which should serve as a “bridge” between the need for changes in the field and the formalization of changes in the contract document, has serious legal consequences. The change order instruction, which should be an instrument to facilitate and expedite the change process, loses its legal force as a basis for changes that bind the parties. Without a clause that integrates it into the hierarchy of contract documents, the change order instruction can only be seen as a technical-administrative instrument or merely a communication tool between the Employer and the Contractor. It opens the door to disputes, especially regarding price and time adjustments.

In practice, the problems that arise in substation projects in Central Sumatra can be categorized into two main patterns. *First* is the Contractor’s reluctance to execute a change order instruction before an agreement on price adjustments. The Contractor, aware of the weak legal position of the change order instruction, acts cautiously and postpones the execution of additional or reduced work until there is written certainty regarding the compensation they will receive. This attitude, although understandable from the perspective of protecting the Contractor’s rights, hinders project progress and can potentially trigger conflicts with the Employer, who wants the changes to be implemented immediately.

Second, the execution of variations by the Contractor without the prior issuance of a contract addendum. In this case, the Contractor, driven by good faith to maintain project continuity or pressure from the Employer, executes the variations based solely on the change order instruction. This action carries high legal risk for the Contractor. Without a contract addendum that explicitly regulates price and time adjustments, the Contractor has no firm legal basis to demand payment for the additional work. Claims submitted by the Contractor in this situation are very vulnerable and depend on the employer’s good faith.

Documentation studies of several cases of variations in substation projects in Central Sumatra show that Contractors who execute changes without an addendum

often experience difficulties obtaining payment. Although the Directorate General of Highways' NSPK Number SOP/UPM/DJBM-103 Rev:01 obligates the Employer to ensure the availability of funds for additional work, this obligation does not automatically create a strong right to claim for the Contractor without a contract addendum. In some cases, Contractors have successfully obtained additional payments through negotiation, but this success is based more on the employer's goodwill and not on compelling legal force.

A juridical analysis of these cases, guided by the principles of contract law outlined above, highlights several fundamental issues. The weak legal position of the change order instruction due to the absence of a clause integrating it into the hierarchy of contract documents contradicts the principle of legal certainty. This principle requires that every instrument used in contract execution has a clear legal position and force so that the parties know their rights and obligations with certainty (Riskawati, 2022).

In addition, these cases also show that the application of the principle of consensus in the variation process is not yet optimal. Change order instructions are often issued unilaterally by the Employer without involving the Contractor in formulating the details of the changes and calculating their impact. The principle of consensus requires that any changes in the contract be made based on mutual agreement between the parties (Wisatrioda et al., 2025).

The lack of an effective and transparent negotiation mechanism is also crucial. The price adjustment negotiation process is often protracted and drawn out, without clear time limits and a rapid dispute resolution mechanism. It can hinder project completion and create uncertainty for both parties. Ideally, the construction contract should include a clause that regulates in detail the procedure for negotiating variations, including the negotiation period, the procedure if negotiations fail, and a fair and efficient dispute resolution mechanism (Sumantri et al., 2025).

These cases of variations in substation projects in Central Sumatra provide valuable lessons regarding the importance of good variation governance in construction contracts. Construction contracts must be designed comprehensively, with clear and firm clauses on variations, including the legal status of change order instructions, the rights and obligations of the parties, the change procedure, the mechanism for price and time adjustments, and the dispute resolution mechanism. In addition, there needs to be increased understanding and awareness among the parties regarding the principles of contract law, the importance of good faith, and the importance of establishing effective communication at every stage of project implementation.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion, it can be concluded that the legal status of change order instructions in construction contracts in Indonesia, particularly in substation development projects, stems from the principle of freedom of contract and provisions in laws and regulations related to construction services and government procurement of goods/services. Law Number 2 of 2017 provides the basis for contract form flexibility, while Presidential Regulation Number 16 of 2018 confirms contract variations as part of contract execution. A change order instruction within the hierarchy of contract documents is subordinate to the main contract and addenda and functions as a technical-administrative instrument to communicate the need for changes. The binding legal force of the change order instruction only arises when the variation is formalized in a contract addendum agreed upon and signed by both parties. A contract clause regulating variations plays a crucial role, and this clause must contain details regarding the types of changes, procedures, mechanisms for price and time adjustments, and administrative requirements.

Furthermore, regarding the rights and obligations of the parties, the Employer has the right to order changes but is bound by the obligation to ensure that the changes do not exceed a specific value limit, to guarantee the availability of funds, and to provide reasonable compensation, including price and time adjustments. The Contractor has the right to negotiate the details of the changes, to reject instructions that are unreasonable or do not follow procedure, and to submit claims for additional costs. The Contractor is also obliged to respond professionally to change order instructions, execute the changes agreed upon in the addendum, and comply with the contract's unchanged provisions. For comparison, the FIDIC Red Book emphasizes the importance of mutual agreement and a technical-financial review in every variation.

Analyzing cases of variations in substation construction projects in Central Sumatra reveals problems in implementing change order instructions. The absence of a firm clause regarding the status of change order instructions as part of the contract document creates ambiguity and weakens its legal force. The Contractor's reluctance to execute instructions before there is a price agreement and the execution of variations without a contract addendum are the two main patterns of problems. These cases give rise to disputes and losses for the parties and hinder project completion. These cases underscore the importance of legal certainty, the application of the principle of consensus, and the existence of an effective negotiation mechanism in variations.

Based on the above conclusions, it is recommended that stakeholders in the construction industry, especially those involved in substation development projects, take strategic steps to improve the governance of variations. *First*, the Ministry of Public Works and Housing (PUPR) and the Ministry of Energy and Mineral Resources

(ESDM) need to develop more comprehensive and specific regulations regarding the legal status of change order instructions in construction contracts. These regulations should clarify whether a change order instruction can be considered an integral part of the contract document or only a technical, administrative instrument requiring an addendum to have binding legal force. Clarity in this regulation will provide legal certainty and reduce the potential for disputes.

Second, there is a need to develop more detailed technical guidelines on using change order instructions. These guidelines, which can be prepared by the Ministry of PUPR, the Ministry of ESDM, or relevant professional associations, should include standard procedures for issuing change order instructions, a standard change order instruction format, a mechanism for evaluating the impact of variations on cost, time, and quality, and examples of cases and their resolutions. These technical guidelines will be a practical guide for construction actors in the field.

Third, increasing the capacity and legal understanding of the parties involved in construction contracts is essential. Employers, Contractors, supervising consultants, and other related parties need to receive intensive training and socialization regarding the principles of contract law, the rights and obligations of the parties in variations, and effective dispute resolution mechanisms. Increasing this legal understanding will minimize errors and disputes due to ignorance or misunderstanding. Training providers can collaborate with Law Faculties at Universities.

Fourth, to strengthen contract governance, adopting more detailed and comprehensive variation clauses in construction contracts is recommended. These clauses must explicitly regulate the legal status of change order instructions, variation procedures (including time limits and approval mechanisms), methods for calculating price and time adjustments, and the rights and obligations of the parties in detail. The drafting of suitable clauses will minimize loopholes for interpretation and potential conflicts.

Fifth, effective communication and negotiation between the Employer and the Contractor must be prioritized at every variation stage. Before issuing a change order instruction, the Employer should conduct discussions and consultations with the Contractor to discuss the impact of the variation comprehensively. Transparent and data-driven negotiation will result in a fairer and more sustainable agreement.

Sixth, as a dispute anticipation measure, it is recommended to include an effective dispute resolution clause in the construction contract. In addition to litigation through the courts, the parties can consider alternative dispute resolution mechanisms, such as mediation, conciliation, or a Dispute Adjudication Board (DAB) as regulated in the FIDIC Red Book. These alternative mechanisms are often faster, cheaper, and better able to maintain good relations between the parties than protracted litigation.

With the above suggestions, the governance of variations in construction projects, especially those involving change order instructions, can be better, more transparent, accountable, and by the principles of contract law. It will ultimately improve the efficiency, effectiveness, and success of construction projects in Indonesia.

REFERENCES

- Colonial Regulations, *Staatsblad* Number 23 of 1847 on the *Burgerlijk Wetboek voor Indonesie*/the Civil Code. <https://jdih.mahkamahagung.go.id/legal-product/kitab-undang-undang-hukum-perdata/detail>
- Decision of Minister of Energy and Mineral Resources of the Republic of Indonesia Number 188.K/HK.02/MEM.L/2021 on the Ratification of the Electricity Supply Business Plan of the State Electricity Company (Persero) for 2021 to 2030. <https://jdih.esdm.go.id/dokumen/view?id=2192>
- FIDIC. (2005). *Conditions of Contract for Construction*, MDB Harmonised Edition. International Federation of Consulting Engineers. <https://fidic.org/node/530>
- FIDIC. (2006). *Conditions of Contract for Construction*, MDB Harmonised Edition. International Federation of Consulting Engineers. <https://fidic.org/node/494>
- FIDIC. (2010). *Conditions of Contract for Construction*, MDB Harmonised Edition. International Federation of Consulting Engineers. <https://fidic.org/books/construction-contract-mdb-harmonised-ed-version-3-june-2010-harmonised-red-book>
- FIDIC. (2017). *Amendments to the FIDIC Conditions of Contract for Construction*, Second Edition. International Federation of Consulting Engineers. <https://fidic.org/books/construction-contract-2nd-ed-2017-red-book>
- Firdaus, R. A. (2023). Asas Keseimbangan dalam Perjanjian Antara PT. PLN (Persero) dengan Konsorsium PT. Bangun Mega Pertiwi Pasca Pandemi COVID-19. *Neoclassical Legal Review: Journal of Law and Contemporary Issues*, 2(2), 79-84. <https://doi.org/10.32734/nlr.v2i2.11413>
- Gojali, J. (2022). Implementasi Good Governance dalam Pengadaan Langsung Elektronik pada Bidang Pembinaan Sekolah Dasar Disdikbud Kabupaten Serang. *Jurnal Kebijakan Pembangunan Daerah*, 6(1), 79-90. <https://doi.org/10.56945/jkpd.v6i1.190>
- Government Regulation in Lieu of Law of the Republic of Indonesia Number 2 of 2022 on Job Creation (State Gazette of the Republic of Indonesia of 2022 Number 238, Supplement to the State Gazette of the Republic of Indonesia Number 6841). <https://peraturan.go.id/id/perppu-no-2-tahun-2022>
- Hardjomuljadi, S., Siregar, D. A., Hariandja, H., Setyowati, P. J., Soetanto, E. M., & Albertiny, R. (2021). Applying FIDIC Contracts in Indonesia. In D. Charrett (Ed.), *FIDIC Contracts in Asia Pacific: A Practical Guide to Application* (pp. 244-274). Informa Law from Routledge. <https://doi.org/10.4324/9781003200901>

- Indahwati, A. N., Sami'an, S., & Hardjomuljadi, S. (2025). Arbitration in Resolving Construction Cost Claim Disputes Due to Time Extensions: A Study of Contract Law in Indonesia. *SIGN Jurnal Hukum*, 6(2), 263-281. <https://doi.org/10.37276/sjh.v6i2.388>
- Irwansyah. (2021). *Penelitian Hukum: Pilihan Metode & Praktik Penulisan Artikel*, Revision Edition. Mirra Buana Media.
- Jaya, I., Hasibuan, G. C. R., & Nasution, D. M. (2023). Manajemen Komunikasi Proyek Konstruksi di Masa Pandemi Covid-19. *Teknik*, 44(1), 112-122. <https://doi.org/10.14710/teknik.v44i1.45512>
- Junaedi, J., Saputro, A., & Sami'an, S. (2025). Challenges in Electrical Infrastructure Permitting: A Case Study of Substation Development in South Sumatra. *SIGN Jurnal Hukum*, 6(2), 313-327. <https://doi.org/10.37276/sjh.v6i2.393>
- Law of the Republic of Indonesia Number 2 of 2017 on Construction Service (State Gazette of the Republic of Indonesia of 2017 Number 11, Supplement to the State Gazette of the Republic of Indonesia Number 6018). <https://jdih.dpr.go.id/setjen/detail-dokumen/tipe/uu/id/1687>
- Law of the Republic of Indonesia Number 6 of 2023 on Enactment of Government Regulation in Lieu of Law Number 2 of 2022 on Job Creation Into Law (State Gazette of the Republic of Indonesia of 2023 Number 41, Supplement to the State Gazette of the Republic of Indonesia Number 6856). <https://jdih.dpr.go.id/setjen/detail-dokumen/tipe/uu/id/1825>
- Muhlis, M., & Valdiansyah, M. (2023). Analisis Faktor-Faktor yang Mempengaruhi Klaim dan Strategi Penyelesaiannya dalam Industri Konstruksi. *Jurnal Daktilitas*, 3(1), 10-16. <https://doi.org/10.36563/daktilitas.v3i1.816>
- Norms, Standards, Procedures, and Criteria of the Directorate General of Highways Number SOP/UPM/DJBM-103 Rev:01 on Standard Operating Procedures for Contract Amendment. <https://binamarga.pu.go.id/index.php/nspk/detail/sopupmdjbm-103-rev01-tentang-perubahan-kontrak>
- Presidential Regulation of the Republic of Indonesia Number 16 of 2018 on Public Procurement of Goods/Services (State Gazette of the Republic of Indonesia of 2018 Number 33). <https://peraturan.go.id/id/perpres-no-16-tahun-2018>
- Presidential Regulation of the Republic of Indonesia Number 12 of 2021 on Amendment to Presidential Regulation Number 16 of 2018 on Public Procurement of Goods/Services (State Gazette of the Republic of Indonesia of 2021 Number 63). <https://peraturan.go.id/id/perpres-no-12-tahun-2021>
- Qadri, Q., Sami'an, S., & Saputro, A. (2025). Requirements for Overhead Cost Claims and Construction Dispute Resolution Mechanisms in Indonesia: A Normative Study. *SIGN Jurnal Hukum*, 6(2), 433-451. <https://doi.org/10.37276/sjh.v6i2.404>
- Qamar, N., & Rezah, F. S. (2020). *Metode Penelitian Hukum: Doktrinal dan Non-Doktrinal*. CV. Social Politic Genius (SIGN).

- Rahmiko, E., Saputro, A., & Sami'an, S. (2025). Legal Dynamics in the Permitting Process for Extra High Voltage Overhead Line Development in South Sumatra. *SIGn Jurnal Hukum*, 6(2), 328-342. <https://doi.org/10.37276/sjh.v6i2.394>
- Riskawati, S. (2022). Pemutusan Perjanjian Sepihak Kontrak Pengadaan Barang/Jasa Pemerintah Pasca Yurisprudensi Nomor 4/Yur/Pdt/2018. *Arena Hukum*, 15(3), 517-537. <https://doi.org/10.21776/ub.arenahukum.2022.01503.4>
- Sampara, S., & Husen, L. O. (2016). *Metode Penelitian Hukum*. Kretakupa Print.
- Sebastian, R. R., Wisatrioda, B., Sami'an, S., & Hardjomuljadi, S. (2025). Resolving Construction Disputes through Negotiation: A Case Study of Amendments to the Environmental Impact Assessment for an Electricity Infrastructure Project. *SIGn Jurnal Hukum*, 6(2), 282-295. <https://doi.org/10.37276/sjh.v6i2.389>
- Setiarini, Y., Sujatno, A., & Aris, U. (2023). Analisis Yuridis Pekerjaan Tambah Kurang dalam Proyek Pembangunan Fasilitas Penunjang pada Pasar Bukit Duri. *Journal of Syntax Literate*, 8(9), 5089-5094. <https://doi.org/10.36418/syntax-literate.v8i9.13551>
- Sumantri, M. F. A., Sami'an, S., & Hardjomuljadi, S. (2025). Concurrent Delay and Price Adjustment in Multi-Year Contracts: An Indonesian Construction Law Perspective. *SIGn Jurnal Hukum*, 6(2), 343-367. <https://doi.org/10.37276/sjh.v6i2.399>
- Triwijaya, H. Y., Sami'an, S., & Hardjomuljadi, S. (2025). Dispute Resolution Mechanism Related to Force Majeure Clauses in Construction Contracts: A Case Study of Procurement Process at the State-Owned Enterprises. *SIGn Jurnal Hukum*, 6(2), 401-417. <https://doi.org/10.37276/sjh.v6i2.402>
- Widodo, S., Suraji, A., & Musyafa, A. (2023). Deviasi Penerapan Aspek Hukum Kontrak Konstruksi. *Jurnal Penelitian Rumpun Ilmu Teknik*, 2(2), 53-67. <https://doi.org/10.55606/juprit.v2i2.1615>
- Wijaya, F. (2022). Klaim Kompensasi Biaya Keterlambatan dan Deviasi Kompensasi Kontrak yang Menimbulkan Kerugian Keuangan Negara. *Al-Qisth Law Review*, 5(2), 433-476. <https://doi.org/10.24853/al-qisth.5.2.433-476>
- Wiraantaka, J. A., Sami'an, S., & Hardjomuljadi, S. (2025). Implementation of Legal Principles in Construction Service Agreements: A Normative Study. *SIGn Jurnal Hukum*, 6(2), 386-400. <https://doi.org/10.37276/sjh.v6i2.401>
- Wisatrioda, B., Sebastian, R. R., Sami'an, S., & Hardjomuljadi, S. (2025). Resolving Hydropower Plant Construction Disputes through a Standing Dispute Board: A Case Study of Asahan 3 HEPP. *SIGn Jurnal Hukum*, 6(2), 296-312. <https://doi.org/10.37276/sjh.v6i2.392>
- Wisnuaji, H., Sami'an, S., & Hardjomuljadi, S. (2025). Interpretation of Schedule When Changes in Conditions: A Case Study of Price Adjustment in the Lampung Extra High Voltage Overhead Line Construction Contract. *SIGn Jurnal Hukum*, 6(2), 368-385. <https://doi.org/10.37276/sjh.v6i2.400>

Yanuar, R., Saputro, A., & Sami'an, S. (2025). Sustainability of Infrastructure Development in Indonesia: A Legal Analysis of Price Adjustments in Construction Contracts. *SIGN Jurnal Hukum*, 6(2), 247-262. <https://doi.org/10.37276/sjh.v6i2.385>