

ABSTRAK

ANALISIS PELAKSANAAN KONTRAK REKONSTRUKSI JALAN RUAS LIWA BATAS SUMATERA SELATAN ANTARA DINAS BMBK PROVINSI LAMPUNG DENGAN CV. BUKIT PESAGI

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Pembangunan infrastruktur jalan merupakan urusan wajib pemerintah yang memiliki peran strategis dalam menunjang sektor ekonomi daerah, khususnya dalam menjamin konektivitas distribusi barang dan jasa antarprovinsi. Namun, pelaksanaan proyek sering kali menghadapi tantangan kompleks yang menguji efektivitas kontrak kerja konstruksi sebagai instrumen hukum utama, terutama ketika klausa baku dihadapkan pada faktor eksternal tak terduga seperti bencana alam. Penelitian ini bertujuan untuk menganalisis pengaturan dan pelaksanaan kontrak rekonstruksi jalan antara Dinas Bina Marga dan Bina Konstruksi (BMBK) Provinsi Lampung dengan CV. Bukit Pesagi, serta mengidentifikasi hambatan hukum yang dihadapi para pihak dalam menjaga kepastian hukum dan kemanfaatan publik.

Penelitian ini menggunakan pendekatan normatif empiris dengan tiga pendekatan yaitu pendekatan perundang-undangan, pendekatan konseptual/pandangan dan pendekatan kasus dengan analisis dokumen kontrak serta tinjauan terhadap peraturan perundang-undangan yang relevan. Objek utama penelitian adalah Surat Perjanjian (Kontrak Harga Satuan) Nomor: 01/KTR/PPK-K.13/JLN-052/V.03/V/2025. Analisis dilakukan dengan mengaplikasikan Teori *Pacta Sunt Servanda* (Pasal 1338 KUHPdata), Teori Kepastian Hukum dalam pengadaan publik, serta Teori *Triple Constraint* untuk mengukur keseimbangan waktu, dan biaya.

Hasil penelitian menunjukkan secara normatif, kontrak konstruksi tersebut memiliki karakteristik *hybrid* yang menggabungkan elemen hukum privat dan hukum publik. Meskipun kontrak telah memenuhi syarat sah sesuai Pasal 1320 KUHPdata, implementasinya di lapangan menghadapi hambatan berat berupa kondisi geografis ekstrem yang memicu perdebatan mengenai kategori keadaan memaksa (*force majeure*). Terjadi kesenjangan antara naskah kontrak (*law in books*) dengan realitas pelaksanaan (*law in action*) ketika mekanisme negosiasi dan *Alternative Dispute Resolution* (ADR) harus ditempuh melalui adendum kontrak untuk mengatasi dampak bencana longsor. Kurangnya ketegasan dalam klausul mitigasi risiko bencana sejak awal penyusunan kontrak menjadi celah hukum yang menghambat pencapaian target output.

Kata kunci: *Force Majeure*, Kepastian Hukum, Kontrak Konstruksi, Penyelesaian Sengketa, Rekonstruksi Jalan.

ABSTRACT

ANALYSIS OF THE IMPLEMENTATION OF THE ROAD RECONSTRUCTION CONTRACT FOR THE LIWA – SOUTH SUMATRA BORDER SECTION BETWEEN THE DEPARTMENT OF BINA MARGA AND BINA KONSTRUKSI (BMBK) OF LAMPUNG PROVINCE AND CV. BUKIT PESAGI

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Road infrastructure development is a mandatory government responsibility that holds a strategic role in supporting the regional economic sector, particularly in ensuring the connectivity of goods and services distribution between provinces. However, project implementation often faces complex challenges that test the effectiveness of construction work contracts as the primary legal instrument, especially when standard clauses are confronted with unforeseen external factors such as natural disasters. This study aims to analyze the regulation and implementation of the road reconstruction contract between the Lampung Province Highways and Construction Development (BMBK) Office and CV. Bukit Pesagi, as well as to identify the legal obstacles faced by the parties in maintaining legal certainty and public benefit.

This research employs a normative empirical research approach, utilizing contract document analysis and a review of relevant laws and regulations. The primary object of this research is the Agreement Letter (Unit Price Contract) Number: 01/KTR/PPK-K.13/JLN-052/V.03/V/2025. The analysis was conducted by applying the Pacta Sunt Servanda Theory (Article 1338 of the Indonesian Civil Code), the Theory of Legal Certainty in public procurement, and the Triple Constraint Theory to measure the balance of quality, time, and cost.

The results indicate that, normatively, the construction contract possesses hybrid characteristics, combining elements of private and public law. Although the contract meets the legal requirements according to Article 1320 of the Civil Code, its field implementation faced significant hurdles in the form of extreme geographical conditions that triggered debates regarding the category of force majeure. A gap exists between the contract text (law in books) and the reality of implementation (law in action) when negotiation mechanisms and Alternative Dispute Resolution (ADR) had to be pursued through contract addendums to address the impact of landslides. The lack of firmness in disaster risk mitigation clauses from the initial contract drafting phase served as a legal loophole that hindered the achievement of output targets.

Keywords: Construction Contract, Force Majeure, Legal Certainty, Road Reconstruction, Settlement of Disputes