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Right to Justice in the Construction Drilling Services Project Contract Agreement

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Abstract: This study aims to identify, understand, and analyze justice's essence in the project contract agreement between the Construction Service Provider and the Commitment Officer. Besides, he also wants to know the process of making the project contract agreement between the Construction Service Provider and the Commitment Officer and what factors affect the realization of the work contract. The research to be carried out is descriptive research with normative legal research and socio-legal research related to the project contract agreement between the Construction Service Provider and the Commitment Officer.
Keywords: Commitment Officer, Construction Service Provider, Project Contracting Agreements.

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I. INTRODUCTION

In the current regional autonomy era, development is an integrated and planned change process based on the Indonesian nation's work program. The recent national development must create people's welfare to achieve a just and prosperous society based on Pancasila.

Today's development of the physical field is progressive in line with society's needs, advances in science and technology. Physical products such as ports, flyovers, toll roads, bridges, housing, dams, and other developments are the objects of construction contracts. From the legal system, the building contract is one of the building law components (*Bouwecht*). The building here has a broad meaning, namely everything that is built on the ground.

Thus, building law is all law instruments relating to buildings, including construction, maintenance, demolition, delivery, both civil and public (administrative) in nature. Building law is fundamental in national development as its implementation is the government, society, and contractors.

In the implementation of physical development, the task-giving government always appoints a contractor to complete the construction project that will be implemented. By involving contractors in implementing government building construction projects, a contract agreement is made between the government as the service user and the contractor. The Construction Service Provider has a significant and strategic role considering that construction services produce the final product in physical buildings, facilities, and infrastructure. It must be admitted that physical development functions to support growth and development in various fields.

Interestingly, the general public's opinion regarding the construction work contract is that the construction work contract's service users are limited to government projects. Based on Article 1 point 3 of Law of the Republic of Indonesia Number 2 of 2017 on Construction Service (hereinafter referred to as Law No. 2 of 2017), explains that "*Construction work is the whole or part of activities which include the construction, operation, maintenance, demolition and reconstruction of a building*".

From the provisions above, it can be understood that the government is one of the development project cooperation relations. There is also a relationship with companies and individuals, so that it requires rules regarding the terms of the parties involved in a construction work contract.

The cooperative relationship must be carried out through the Commitment Officer to ensure the implementation of government projects. The agreement's contents must include tender issues, bid letters, price levels, and consequences if project implementation does not follow the initial planning or late payment.

II. STATEMENT OF THE PROBLEM

1. What is the essence of justice in the project contract agreement between the Construction Service Provider and the Commitment Officer?

2. How is the project contract agreement is implemented between the Construction Service Provider and the Commitment Officer?
3. What factors influence the realization of justice in the project contract agreement between the Construction Service Provider and the Commitment Officer?

III. THEORETICAL FRAMEWORK

A. Theoretical Basis

1. Purpose of Law Theory

According to Achmad Ali (2002:72), the objectives of the law can be examined from three points of view, namely:

a. From the perspective of dogmatic or positive law and juridical or normative, the law's objective is emphasized on legal certainty.
b. From the perspective of legal philosophy, where the purpose of the law is emphasized on the aspect of justice.
c. From the perspective of legal sociology, law's objective is emphasized on its utility.

According to Baharuddin Lopa (1987:1), justice can carry out virtue and leave (prevent) evil. Justice is a balance between rights and obligations.

Herlien Budiono (2010) elaborated on thoughts about the meaning of justice unique to Indonesia and its national contract law scope. The definition of justice can be differentiated into the procedural purpose and substantive meaning, embedded and rooted in society's condition. The procedural sense of justice relates to the legal system or the rule of law. On the other hand, the substantive meaning of justice relates to social conditions, which provides an overview of justice's political material criteria. For the Indonesian people, the principle of living together is based on Pancasila.

2. Utility Theory (Utilization Theory)

These followers of the Utilistic sect consider that the sole purpose of the law is to provide the most significant utility or happiness to as many community members as possible. The handling is based on the social philosophy that every member of society seeks happiness, and the law is one of the tools.

One of the pioneers of Utility Theory is Jeremy Bentham, whose goal of the law is to provide the most significant utility and happiness to as many citizens as possible. So the concept puts utility as a legal goal. The measure is the maximum happiness for as many people as possible. Judging whether this law is good, foul, fair, or not depends on whether the law can give pleasure to humans or not. The utility is defined as happiness.

Therefore, Jeremy Bentham (2016) believes that the greatest possible happiness for the most significant number of human beings is the basis of morals and statutory regulations. Based on the description, it appears that the purpose of the law, according to Jeremy Bentham, is to achieve the greatest happiness of the most significant number (the most incredible pleasure out of the greatest number of people).

Furthermore, Achmad Ali (2015:61-62) said that this teaching's adherents consider that the law's sole purpose is to provide the most significant utility or happiness for society. Community members seek happiness, and the law is one of the means.

3. Legal Certainty Theory

Legal certainty can be answered normatively based on the prevailing laws and regulations, not sociologically. Normative legal certainty is when a rule is made and promulgated because it regulates clearly and logically that it does not raise doubts (multiple interpretations). It is logical that the norm system with other norms is aligned and interconnected so that it does not clash or cause conflict due to uncertainty. Legal certainty is a condition where human behaviour, both individuals, groups, and organizations, are bound and within the corridors outlined by the rule of law.

Achmad Ali (2015:67) said that whoever said in the article (law) shows a general arrangement connected with this. The general nature of legal rules proves that law does not aim to bring about justice or utility but solely for certainty.

Legal regulations and statutory regulations are made to create legal certainty, namely certainty of all legal norms that have been regulated in the relevant statutory area. It is necessary to know that it turns out that laws, let alone statutory regulations, cannot cover everything, even though the ideals and ideas are to regulate all human behaviour to create legal certainty in society. However, it should be realized that the reach of laws and regulations for human products is also minimal. Human knowledge's ability is more to regulate all its interests, both individually and collectively, in the life of society, nation, and state.

In this connection, Herlien Budiono (2006:208) said that the concept of legal certainty includes several mutually critical aspects. One aspect of legal certainty is the protection given to individuals against other individuals' arbitrariness, which is the belief in legal certainty associated with individuals favouring what individuals can expect to do by the authorities.

4. Legal System Theory

Laws are the government's social surveillance tools as social rules and processes that encourage behaviour, either useful or prevent bad behaviour. Law will be meaningful if human behaviour is influenced by law, and when society uses it according to their behaviour. On the other hand, the law's effectiveness is closely related to legal compliance as a norm.

The same thing that Soerjono Soekanto (2006:45) conveyed stated five factors that must be considered in law enforcement, including:

a. Legal or Statutory Factors
   Law functions for justice, certainty, and utility. In the practice of law enforcement in the field, there are times when there is a conflict between legal certainty and fairness. Legal certainty is concrete in nature, while justice is abstract so that when a judge decides a case by applying the legal certainty, there are times when the value of justice is not achieved. In the material sense, statutes or ordinances are written regulations that are generally accepted and made by the legal central and regional authorities. Central rules apply to all citizens or a specific group only or apply typically in some country areas. Local regulations only apply in one place or region.
b. Law Enforcement Factors
   Those who are directly involved in law enforcement include law enforcement and peace maintenance (upholding peacefully). Law enforcers include those in charge of the judiciary, prosecutors, police, lawyers, and prisons.
c. Facility Factors
   Means are anything that can be used to support the law enforcement process. These facilities include educated and skilled human workers, good organization, adequate equipment, adequate finance, and other means. If this is not fulfilled, law enforcers cannot achieve their goals. Without specific standards, law enforcement cannot run smoothly. Therefore, facilities have a significant role in law enforcement. Without these facilities, law enforcers cannot harmonize their roles, which should be their real roles.
d. Community or Human Factors
   Law enforcement originating from society aims to achieve peace in society, being a significant factor in law effectiveness. If the community is not aware of the law and/or does not obey the law, there will be no effectiveness. Legal awareness is an abstract conception within humans about the harmony between order and order, desired or appropriate. Legal awareness is often associated with law obedience, formation, and legal affective. Law understanding is the awareness or values that exist in humans about existing laws or common laws.
e. Cultural factors (culture)
   Culture is defined as the result of work, creating a taste based on human social life initiative. Culture is the values that people believe in (*volkgeist*). Their influence on society's obedience and deviation to the law can also be said as people's behaviour when applying it. Culture has an essential function for humans and society, regulating people to understand how they should act and determine their attitudes when they relate to other people. Thus culture is the mainline of behaviour that establishes rules about what to do, what is prohibited.

5. Authority Theory

According to Miriam Budiardjo (1998:52), in Political Science, Government Science, and Law Studies, power and authority are often found. Power is often equated merely with authority, and power is often exchanged with the term authority and vice versa. Even power is often equated with authority. Power is usually in the form of a relationship between "*one party in power against another party, so that the party can be regulated*" (the rule and the ruled).

Based on the above understanding, there can be a power that is not related to law. The power that is not related to the law by Henc van Maarseveen is referred to as a "*blote match*". In contrast, the power related to the law by Max Weber is referred to as a rational or legal authority. The authority based on the legal system is understood as rules that the community recognizes and obeyed and even strengthened by the state (Setiardja, 1990:52).

For power to be exercised, a ruler or organ is needed so that the State is conceptualized as a collection of offices filled by many officials who support certain rights and obligations based on the construction of the subject of obligations. Thus, power has two aspects: political and legal aspects, while

authority only has legal aspects. This means that power can come from outside the constitution, for example, through a coup or war, while authority comes from the constitution.

6. Agreement Theory

The agreement is one of the conditions and plays an essential role in forming the agreement, as based on Article 1313 Colonial Regulations, Staatsblad Number 23 of 1847 on the *Burgerlijk Wetboek voor Indonesie* (BW)/the Civil Code, explains that "*an agreement is an act in which one or more people bind themselves to one or more other people*". Because agreement or consensus is a form or element of agreement (Overeenkomst), it aims to create a situation in which the parties agree to reach an agreement or achieve a wish.

In principle, the Civil Code does not require a specific form of the will statement, but it requires that the agreement be stated in a specific form for certain agreements. According to Mariam Darus Badrulzaman (1996:89), for specific legal actions, civil law requires the embodiment of a deed (written form) or even an authentic deed (made by the related official/notary).

The statement theory was born as an answer to the weakness of the will theory. But this theory also has weaknesses. Because the theory of statements only focuses on statements and ignores one's will. There is a potential loss that occurs if there is no match between the will and the statement.

B. Overview of Agreement Law

1. Definition of Agreement

According to R. Wirjono Prodjodikoro (2002:8), an agreement is a legal relationship regarding property between two parties in which one party promises to do something or not to do something. In contrast, the other party has the right to demand the implementation of that promise.

The agreement's definition was put forward by Sudikno Mertokusumo (1999:97), who said that an agreement is a legal relationship between two or more parties based on an agreement to cause legal consequences. The two parties agree to determine rules or rules or rights and obligations that bind them to be obeyed and carried out.

2. Elements of the Agreement

From several formulations of the Understanding of the Agreement, it can be concluded that the elements of the Agreement consist of:

a. There are parties. At least two of these parties are called legal subjects of human agreements or legal entities and have the authority to carry out legal acts as stipulated by law;
b. There is an agreement between the parties. An agreement between the parties is still not a negotiation. In general, negotiations discuss the terms and objects of the agreement, an agreement arises;
c. There are goals to be achieved. Regarding the objectives of the parties, it should not be contrary to public order, morality and should not be prohibited by law;
d. The are achievements made. Performance is an obligation that the party must fulfil following the terms of the agreement. For example, the purchase is obliged to buy the goods' price, and the seller is obliged to deliver the goods;
e. There are certain forms of spoken or written. There is a need for a specific form because there are provisions in the law stating that an Agreement has binding power and strong evidence with a specific form;
f. There are certain conditions as the contents of the agreement. From certain conditions, it can be seen that the parties' rights and obligations; these conditions consist of essential conditions that give rise to the fundamental rights and obligations.

3. Principles of Agreement Law

Suppose a legal rule is made in its implementation during society. In that case, it causes various deviant interpretations and even clashes between one regulation and another because of differences in viewpoints or changes in community life structure. Then the legal regulations must be reviewed in essence. That is the importance of the legal system's essential function so that it becomes the guardian of the consistency of every legal regulation that applies in society.

In connection with this, J. J. H. Bruggink (1996:119-120) Cites Paul Scholten's opinion, which states that the principle of law is, as basic thoughts, that are contained in and behind a system (law), each of which is formulated in rules (legislation) or decisions. a judge who commemorates individual provisions and decisions which can be viewed as their translation.

4. Default

Default in the ordinary sense is understood as an act of breaking a promise or breaching a promise in an agreement. Default comes from the Dutch word, which means a situation that shows the debtor is not performing (not carrying out his obligations), and he can be blamed (Raharjo, 2009:79). Meanwhile, according to Salim H. S. (2003:180), default is not fulfilling or neglecting to carry out the obligations specified in the agreement made between creditors and debtors.

Based on Article 1331 section (1) of the Civil Code, it regulates that:

> *"Therefore, people who in the previous article have been declared incapable of agreeing may demand the cancellation of the engagement they have made if the power for that purpose is not exempted by law."*

In general, a Default occurs if the debtor is declared to have been negligent in fulfilling his performance. In other words, a Default exists if the debtor cannot prove that he has committed the default beyond his fault due to compelling circumstances. Suppose a grace period is not determined in the implementation of fulfilment. In that case, it is deemed necessary for a creditor to warn/reprimand the debtor so that he/she fulfils his obligations. This warning is also called a sommatie (summons).

5. Contracting Agreement Principle

a. Parties to the Contracting Agreement

In the Contracting Agreement, only two parties are bound. Namely, the first party is called the Principal Contractor (Aanbesteder, Bouwheer, Head of Office, Work Unit, Project Leader), and the second party is called the Contractor Partner or Annemer Contractor (Djumialdji, 1996:3). A contracting agreement is one of the forms of agreement regulated in the Civil Code. The agreement for charter work regulated in the Civil Code is part of the agreement to carry out any work regulated in Chapter VII of the Civil Code.

b. Definition of Contracting Work Agreement with the Government

In the implementation of contracting agreements, the assignor (the contractor) will appoint a representative who can be the project leader or project manager or head of the work unit office or activity leader (in the work budget system), especially in the contracting of public works carried out by public works agencies carried out by government agencies.

The architect is in charge of planning the building. According to the assignor's wishes, planning acts as an advisor to the assignor regarding the art of building, compiling a building plan with Bestek (Sofwan, 1982:68-69).

The contractor or executor acts to perform building construction following the Bestek and conditions stated in the contract. In carrying out contracting, the contractor can authorize the work to carry out his daily work.

Contractors carrying out construction work must register and grant work permits to contractors according to their respective specialities and capacities. Only contractors who have a performance permit can be involved in carrying out government and private development projects. This is an effective way to ensure that the State and society's interests are protected from unwanted losses caused by non-bona fide Contractors (Sofwan, 1982:69).

c. Nature and Form of Contracting Agreement

The contracting agreement is consensual in nature, meaning that the contracting agreement exists or was born since there was an agreement between the two parties, namely the contractor and the contractor, regarding the making of a work and the wholesale price/contract. With this agreement, the contract binds both parties, meaning that one party cannot cancel the contract without the other party's approval. If the contract agreement is cancelled or terminated unilaterally, the other party can sue it.

Regarding the written agreement, Salim H. S. (2003:43) can be divided into three forms, namely:

1) Underhanded agreement signed by the parties concerned only. The agreement only binds the parties to the agreement but does not have the power to bind the third parties.
2) Agreement with notary witnesses to legalize the signatures of the parties. The notary witness's function on a document is only to legalize the parties' signatures' correctness.
3) Agreements made before and by notaries in the form of notarial deeds. A notarial deed is a deed drawn up before and in front of a competent official for that purpose.

d. Contents of Contracting Agreement

The Civil Code does not specify the contents of the contract contracting. As a logical consequence, the parties can determine the contents of the agreement by themselves based on the principle of freedom of contract, as regulated in Article 1338 section (1) of the Indonesian Criminal Code. Freedom of contract implies that (Sjahdeini, 1993:47):

1. Freedom to make or not contract.
2. Freedom to choose the party with whom he wants to make a contract.
3. Freedom to determine or choose the cause of the contract that will be made
4. Freedom to determine the object of the contract
5. Freedom to determine the form of a contract
6. Freedom to accept or deviate from statutory provisions that are optional (*aanvullend*)

IV. DISCUSSION

A. The Essence of Justice in the Project Contracting Agreement between the Construction Service Provider and the Commitment Officer

In essence, the discussion about contracting agreements for construction service projects cannot be separated from justice issues. The question about what is "*justice*" is a question we often hear, but the correct understanding is especially so when linked to various complex interests (Hernoko, 2008:35).

1. Principle of Equality

The principle of equality as based on Article 2 Law No. 2 of 2017, regulates that the Implementation of Construction Services is based on the principles of:

a. honesty and fairness;
b. benefits;
c. equality;
d. harmony;
e. balance;
f. professionality;
g. independence;
h. openness;
i. partnerships;
j. security and safety;
k. freedom;
l. sustainable development; and
m. environmental insight.

The provisions above are defined as a principle that regulates the rights and obligations between the two parties entering a contract. The need for equality in the construction service work contract will be very beneficial for the parties in knowing whether the rights and obligations are evenly distributed to be equal reciprocity in the working relationship.

To find out the respondent's opinion regarding the implementation of the principle of equality in the construction project contracting agreement, see the table below:

Table 1. The Equation Principle in the Construction Project Contract Agreement Has Been Implemented

No.	Statement	Frequency	Percentage (%)
1	Strongly Agree	6	12.00
2	Agree	11	22.00
3	Doubtful	5	10.00
4	Disagree	24	48.00
5	Strongly Disagree	4	8.00
Total		**50**	**100.00**

Source: Processed from Primary Data, 2020

The data above illustrates that most of the respondents stated that the principle of equality in the construction service agreement had not been fulfilled. This can be seen from respondents' statements as much as 48% who stated that they disagreed.

The research results show that in implementing a construction work contract involving service users and Service Providers, the Service Provider's position is always seen as weaker than the service user's position. This means that the service user's position is more dominant than the position of the service provider. Service Providers almost always have to fulfil the concept/draft contracts made by service users because service users always place themselves higher than Service Providers. The more dominant position of service users makes service users more flexible to harm Service Providers. The inequality between the limited construction/project work and the number of Service Providers results in a weak bargaining position for Service Providers so that the principle of equality is required in a construction contract so that the position of the party with a strong

bargaining position does not dominate the party with a weak bargaining position or the unequal position of the parties.

2. Principle of Balance

The principle of balance requires that both parties fulfil and carry out the agreement. The principle of balance is a continuation of the principle of equality. The principle of equality places the parties in inequality (Badrulzaman, 1994:88).

Equality of degree in the agreement does not only mean balance in terms of the parties' achievements, but each party's status is balanced. In principle, by basing oneself on the basic principles of contract law and the principle of balance, the determining factor is not the equality of performance agreed upon, but the equality of the parties, that is, if the equality of the agreement is to be upheld (Budiono, 2006:319).

The table below describes the respondent's opinion regarding the penalty sanction as a form of fulfilling the principle of balance in the construction project contracting agreement as follows:

Table 2. The Balance Principle in the Construction Project Contract Agreement Has Been Implemented

No.	Statement	Frequency	Percentage (%)
1	Strongly Agree	3	6.00
2	Agree	7	14.00
3	Doubtful	3	6.00
4	Disagree	30	60.00
5	Strongly Disagree	7	14.00
Total		**50**	**100.00**

Source: Processed from Primary Data, 2020

The data above illustrates that most of the respondents stated that the balance principle in the construction service agreement had not been fulfilled. This can be seen from the statements of respondents as much as 60% who expressed disagreement.

The results of field research based on interviews with Construction Service Providers argue that applying the principle of balance is an open secret about the imbalances that sometimes occur in construction service agreements. When the goods/services provider, in this case, is the contractor who is late in completing his work, the fine is deducted directly from the service user's last payment. However, when service users are late paying for their performance, the provider only waits until their rights are fulfilled. This happens because none of the contractors has sued the service users by submitting supporting data such as regulated in the construction service agreement. This is due to the contractor's lack of knowledge regarding construction service agreements' rules or regulations. But if there is a delay in payment for work that the Service Provider has completed, it is not entirely the service user's fault because the agency's budget causes the delay not to be disbursed.

3. The Proportional Principle

The principle of proportionality is philosophically a derivation of justice, which experts conceptually formulate with different terminology. However, in essence, it refers to the notion of balancing the fulfilment of the rights and obligations of the parties involved in the contract fairly and reasonably (fair and reasonableness) (Purwosusilo, 2014:9).

To find out the respondent's opinion regarding the fulfilment of the proportional principle in the construction project contracting agreement, see the table below:

Table 3. The Proportional Principle in the Construction Project Contract Agreement Has Been Implemented

No.	Statement	Frequency	Percentage (%)
1	Strongly Agree	8	16.00
2	Agree	9	18.00
3	Doubtful	1	2.00
4	Disagree	32	64.00
5	Strongly Disagree	0	0.00
Total		**50**	**100.00**

Source: Processed from Primary Data, 2020

The data above illustrates that most of the respondents stated that the proportional principle's fulfilment in the construction project contracting agreement had not been fulfilled. This can be seen from the statements of respondents as many as 64% who stated they disagreed.

The principle of proportionality in the contract is always based on the parties' amount of burden. The greater the burden he bears, the greater his share, or the more obligations he fulfils based on the agreement, the greater the rights he receives.

B. Implementation of Project Contracting Agreements between Construction Service Provider and the Commitment Officer

Based on Article 1 point 1, point 2, and point 3 of Law No. 2 of 2017, explains that:

1. Construction Services are construction consulting services and/or construction works.
2. Construction Consultancy is a service in whole or in part for activities that include study, planning, design, supervision and management of a building's construction.
3. Construction work is the whole or part of activities which include the construction, operation, maintenance, demolition and reconstruction of a building.

From the provisions above, Construction Work is related to scientific fields related to Construction Services, including architecture, civil, mechanical, environmental management, and implementation management.

Based on the construction service agreement document's research results, which is the basis for implementing the work, the contract agreement must be made in writing. However, there is no further explanation regarding whether a notary agreed by having an authentic deed or a fraudulent agreement where the contract is unilateral. Service Providers only need to learn the substance of the contract. If the Service Provider agrees, he signs a contract. Besides, this construction work contract is made separately according to the construction work stages, consisting of a construction work contract for planning work, construction work, and a work contract for supervisory work. However, it is possible to carry out an integrated work contract for planner, implementer and supervision. Contracts also apply to several Construction Service Providers whose agreements are contained in a draft agreement previously prepared by the service user to save time and cost. Service users design agreements using standard contracts or examples of work agreements made by the head of the service user company.

C. Factors Affecting the Embodiment of Justice in the Project Contracting Agreement between the Construction Service Provider and the Commitment Officer

1. Legal Substance

The legal substance element is the effectiveness of regulation and can be seen from applying the regulation itself. The law can function to control society and can also be a means to make changes in society. The substance element is a product of laws or other regulations. Law is divided into two, namely law in the material sense is the ruler's policy that binds society in general, and law in the formal sense is laws and regulations which are formed in writing by the ruler, and bind everyone in general. This means that policy is the law (Mertokusumo, 1999:80).

Substantially, the regulation regarding construction services is regulated in Law No. 2 of 2017 concerning Construction Services as a substitute for Law No. 18 of 1999 concerning Construction Services and Government Regulation Number 79 of 2015 concerning Second Amendment to Government Regulation Number 29 of 2000 concerning the Implementation of Construction Services.

The table below illustrates the respondent's opinion regarding the effect of legal substance factors on construction project contracting agreements as follows:

Table 4. The Effect of Legal Substance Factors on the Construction Project Contract Agreement

No.	Statement	Frequency	Percentage (%)
1	Strongly Agree	13	26.00
2	Agree	25	50.00
3	Doubtful	4	8.00
4	Disagree	6	12.00
5	Strongly Disagree	2	4.00
Total		**50**	**100.00**

Source: Processed from Primary Data, 2020

The data above illustrates that most of the respondents stated that the legal factor affected the construction project contracting agreement. This was seen from the respondents' statement of 50% who agreed and 26% strongly agreed.

Let's look at Law No. 2 of 2017. It appears that there is a mismatch in the definition between Construction Work and Integrated Construction Work. Based on Article 1 point 3 of Law No. 2 of 2017, explains that "*Construction work is the whole or part of activities which include the construction, operation, maintenance, demolition and reconstruction of a building*". Meanwhile, based on the explanation of Article 12 point c of Annex Law No. 2 of 2017, explains that "*Integrated construction work is a combination of construction work and construction consulting services*."

Law No. 2 of 2017 is an arrangement that applies to all construction projects in the country, private and government. The previous Law, namely Law No. 18 of 1999 on Construction Services, does not explicitly state the target. Even so, the regulations in Law Number 2 of 2017 should still pay attention to construction service activities that need to be exempted from several provisions stipulated in Law No. 2 of 2017 in order to avoid obstruction of construction project implementation. The exception is concerning the implementation of Government Cooperation with Business Entities in the Provision of Infrastructure. The enactment of Article 44 of Law No. 2 of 2017 has an enormous potential to hinder its implementation. This obstacle can increase the time needed for project implementation up to the risk of a failed tender/auction in finding subcontractors. The implementation of construction projects is a Public-Private Partnership activity, namely by finding partners for the government to finance, build and/or maintain an infrastructure building. Public-Private Partnership is closely related to Construction Service activities considering that the implementation of this cooperation is cooperation in infrastructure provision.

2. Legal Structure Factors (Service Users and Service Providers)

Contract construction project contracts must be carried out through a proper process and must be carried out by human resources who meet the requirements stipulated by law and are competent to implement them. This is not an exaggeration because the procurement process and system manage state finances, which is very large in number. A lack of understanding of the process will cause violations of provisions that will result in losses to state finances.

The table below illustrates the respondents' opinions regarding the influence of legal structure factors on construction project contracting agreements as follows:

Table 5. The Effect of Legal Structure Factors (Service Users and Service Providers) on the Construction Project Contract Agreement

No.	Statement	Frequency	Percentage (%)
1	Strongly Agree	10	20.00
2	Agree	30	60.00
3	Doubtful	2	4.00
4	Disagree	8	16.00
5	Strongly Disagree	0	0.00
Total		**50**	**100.00**

Source: Processed from Primary Data, 2020

The data above illustrates that most respondents stated that Construction Service Provider and the Commitment Officer affect the construction project contracting agreement. This can be seen from the respondents' statement of 60% who agreed, and 20% strongly agreed.

Business entities with legal status are not fully equipped with certified Human Resources with expertise and skills and are truly capable. Business Entity Certification as a public policy instrument to ensure that a Construction Service Business Entity with competence and professionalism has not been fully realized. Competence is still limited to words, so big companies are still not too big. Furthermore, this condition becomes an assessment that the qualification process has not been carried out properly, resulting in deviations from the determination of public policy qualifications.

According to Antonius Sujata (2000:7), law enforcement's success is determined by the people who enforce it, namely law enforcement officials.

3. Legal Culture Factors

In addition to being attitudes, beliefs, values, ideas, and expectations, the law is also described as a climate or condition of thought (social thought) and social force (social force), which affects how the law is used (avoided) or even abused (abuse) (Friedman, 1984:7).

The table below illustrates the respondents' opinions regarding the influence of legal structure factors on construction project contracting agreements as follows:

Table 6. The Effect of Legal Culture Factors on the Construction Project Contract Agreement

No.	Statement	Frequency	Percentage (%)
1	Strongly Agree	2	4.00
2	Agree	35	70.00
3	Doubtful	5	10.00
4	Disagree	8	16.00
5	Strongly Disagree	0	0.00
Total		**50**	**100.00**

Source: Processed from Primary Data, 2020

Based on the data above, it illustrates that most of the respondents stated that the legal culture of the community influenced the construction project contractor agreement, this can be seen from the statements of respondents as much as 70% who agreed and 4% who strongly agreed.

In carrying out each major construction service work, the primary service business entity can delegate part of its construction service work to another party, in this case, called a sub-contractor. Sub-contractors play a role as a construction service business provider that carries out some of the main work and is a small part of the leading construction service work. The transfer of construction service work in the world of construction services can undoubtedly occur in every construction service job. There are major construction service business entities that do not have the expertise and skills from the qualifications and classification of construction services to the parts contained in the Work Order from the owner (construction service users) so that it is delegated to sub-contractors who have the appropriate expertise and skills with classification and qualification of Work Order.

The context of cultural factors is also reflected in the construction service community's behaviour in terms of the implementation of the construction service business. Culture can be seen in the work contracts between the primary providers of construction services businesses and sub-contractors of construction services businesses. Sometimes choosing another party as a subcontractor in carrying out construction service work is only done by direct appointment. The direct appointment was made because the subcontractor had been a partner for a long time.

Although the legal norms in every law are positively considered a guide to each person's values and orientation, empirically, there are always flaws in it. Community behaviour is not always in line with the norms that exist in law. The reasons are very diverse, one of which is that the norm is not in line with their orientation and dreams.

V. CONCLUSION

1. In essence, the contract contracting agreement for a construction project between the Construction Service Provider and the Commitment Officer is based on the equality principle, balance principle, and proportions principle. These three principles have not been implemented in the construction project contracting agreement so that justice has not been realized in the construction project contracting agreement.
2. The implementation of project contractor agreements between the Construction Service Provider and the Commitment Officer has not run optimally
3. The factors that influence justice in project contractor agreements between Construction Service Provider and the Commitment Officer are the legal substance, legal structure, and legal culture.

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