

ANALYSIS OF ADDENDUM CONTRACTS ON SETTLEMENT CONSTRUCTION OF WTP CONSTRUCTION PROJECT IN ACEH TENGAH, ACCORDING TO THE CONCEPT OF *IJARAH 'ALA AL-AMAL*

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Abstract

The construction of the Wastewater Treatment Plant (WWTP) in Aceh Tengah Regency is a strategic government project implemented through a construction service contract between the P2P Work Unit as the project owner and PT Meudang Pirak as the service provider. During its implementation, the project encountered various technical and non-technical constraints that resulted in contract changes through three addendum contracts. This condition raised legal issues regarding the validity of the addendum contracts under both positive law and the perspective of Islamic jurisprudence (*fiqh muamalah*), particularly within the framework of the *ijārah 'ala al-'amāl* contract. Therefore, the research problems of this study focus on the validity of the main contract and its addendums in the Aceh Tengah WWTP project and their conformity with the principles of *ijārah 'ala al-'amāl*. This study employs a qualitative method with a descriptive-analytical approach through library research by examining contract documents, statutory regulations, and relevant *fiqh muamalah* literature. The findings indicate that all addendum contracts implemented constitute legally valid contractual adjustments from administrative, juridical, and sharia perspectives, as they do not eliminate the pillars and conditions of the *ijārah* contract. Instead, the addendums function to maintain contractual continuity, ensure clarity of the work object, guarantee certainty of *ujrah* (wages), and realize the principles of justice and public benefit (*maṣlaḥah*). Accordingly, the main contract and its addendums in the Aceh Tengah WWTP project are deemed valid and consistent with both positive law and Islamic jurisprudence.

Keywords: WWTP Project, Contract Addendum, *Fiqh Muamalah*, *Ijārah 'Ala Al-'Amāl*, Aceh Tengah.

Abstrak

Pembangunan Instalasi Pengolahan Air Limbah (IPAL) di Kabupaten Aceh Tengah merupakan proyek strategis pemerintah yang dilaksanakan melalui kontrak jasa konstruksi antara Satuan Kerja P2P selaku pemilik proyek dan PT Meudang Pirak sebagai penyedia jasa. Dalam pelaksanaannya, proyek ini menghadapi berbagai kendala teknis dan nonteknis yang menyebabkan terjadinya perubahan kontrak melalui mekanisme kontrak addendum sebanyak tiga kali. Kondisi tersebut menimbulkan persoalan hukum terkait keabsahan kontrak addendum, baik menurut hukum positif maupun perspektif fiqih muamalah, khususnya dalam kerangka akad *ijārah 'ala al-'amāl*. Oleh karena itu, rumusan masalah penelitian ini adalah bagaimana keabsahan kontrak dan kontrak addendum pada proyek IPAL di Aceh Tengah serta kesesuaiannya dengan prinsip-prinsip akad *ijārah 'ala al-'amāl*. Penelitian ini menggunakan metode kualitatif dengan pendekatan deskriptif-analitis melalui studi kepustakaan (*library research*), dengan menelaah dokumen kontrak, peraturan perundang-undangan, serta literatur fiqih muamalah yang relevan. Hasil penelitian menunjukkan bahwa seluruh kontrak addendum yang diterapkan merupakan bentuk penyesuaian akad yang sah secara administratif, yuridis, dan syariah karena tidak menghilangkan rukun dan syarat akad *ijārah*. Kontrak addendum justru berfungsi menjaga keberlanjutan akad, menjamin kejelasan objek pekerjaan, kepastian ujah, serta mewujudkan prinsip keadilan dan kemaslahatan. Dengan demikian, kontrak dan kontrak addendum pada proyek IPAL Aceh Tengah dinilai sah dan sesuai dengan hukum positif serta prinsip-prinsip fiqih muamalah.

Kata kunci: *Proyek IPAL, Kontrak Addendum, Fiqih Muamalah, Ijārah 'Ala Al-'Amāl, Aceh Tengah.*

INTRODUCTION

Ijārah 'ala al-'amāl is a contract in Islamic law that regulates the use of services or labor in certain rewards based on the agreement of the parties. This agreement affirms the legal relationship between *Mu'jir* as an employer and *Ajīr* or *musta'jir* as a service provider, with the principle of clarity of benefits, types of work, and wage values to ensure fair transactions. In the fiqh of muamalah, *Ijārah 'ala al-'amāl* has a strategic role because it is the basis for the legality of service-based economic activities that require the certainty of contracts and legal responsibilities of the parties.¹

The scholars agree that the contract *Ijārah 'ala al-'amāl* must be free from the element of uncertainty (*Gharar*) and injustice, so that the object of work and rewards must be clearly determined from the beginning of the contract.

¹ Inai Di and Pidie District, 'No Title', 6 (2024), 209–17.

Although there are differences of opinion among schools, such as Hanafiyah, which emphasizes the contract of benefits in exchange and Malikiyah, Shafi'iyah, and Hanabilah, which affirm the ownership of benefits within a certain period of time, *Ijārah 'ala al-'amāl* continues to demand job certainty, fulfillment of benefits, and moral and legal responsibility from service providers.²

In modern practice, the contract *Ijārah 'ala al-'AMIL* is widely applied in the construction sector due to its result-based work characteristics and certain quality standards. The payment of compensation is made after the work meets the criteria agreed in the contract, thus encouraging the professionalism of the service provider and ensuring that the benefits of the work are truly received by the employer. This principle is particularly relevant in public construction projects that use state funds and demand high accountability, including the construction of Wastewater Treatment Plants (WWTP).³

Along with population growth and increasing domestic activities, the volume of wastewater produced by the community has increased significantly. If not managed properly and correctly, wastewater has the potential to pollute the environment and cause public health problems. Therefore, the state, through Law Number 32 of 2009 concerning Environmental Protection and Management emphasizes that the provision of sanitation and waste management systems is the government's obligation in order to guarantee people's rights to a healthy environment.⁴

A wastewater treatment plant (WWTP) is a technical facility designed to treat household liquid waste and public facilities so that it does not pollute the environment. The success of WWTP is highly dependent on careful technical planning, construction implementation in accordance with standards, and compliance of the parties with the provisions contained in the contract. Therefore, the construction of WWTP must be based on a Detailed Engineering Design (DED) prepared by cross-disciplinary experts so that the construction results meet the expected operational functions and environmental benefits.⁵

However, in practice, WWTP construction projects often experience contract changes or addendum contracts due to various technical and non-technical factors. Discrepancies between the initial contract, DED, and the implementation of work in the field have the potential to cause delays, a

² Muhammad Saw, ' Peran Fiqih Muamalah Kontemporer Dalam Perkembangan Bisnis Berbasis Syariah ', 3 (2025), 50–61.

³ Bukhari Ali, 'Http://Www.Doi.Org/10.22373/Jurista.V9i1.265', 9.1 (2025), 381–403.

⁴ Vittorio Kurniawan and Widodo Kushartomo, 'Pembatasan Dalam Pemanfaatan Air Hasil Daur Ulang IPAL Pada Universita

⁵ Kurniawan and Kushartomo.

decrease in the quality of construction results, and even the failure of WWTP functions. This condition shows that there is a gap between the ideal concept of the contract *Ijārah 'ala al-'amāl* and the practice of implementing construction contracts in the field.⁶

In the context of the WWTP construction project in Aceh Tengah, contract changes or addendum are carried out as an effort to resolve implementation obstacles and potential defaults that occur during the construction process. However, the change in the contract raises legal and Sharia issues related to its conformity with the principle *Ijārah 'ala al-'amāl*, especially regarding the clarity of the work object, the quality standards of results, and the fulfillment of benefits for the local government as the project owner and the community as the facility user.⁷

Based on these conditions, this research is explicitly directed to examine how the implementation of the contract *Ijārah 'ala al-'amāl* in the contract for the construction of WWTP in Aceh Tengah, especially in the legal relationship between the local government and the project implementing contractor. In addition, this study also analyzes how the addendum contract carried out in the completion of the WWTP project is in accordance with the principles *Ijārah 'ala al-'amāl*, especially related to the clarity of work, contractor responsibilities, quality of construction results, and fulfillment of public benefits.⁸

The literature review in this study is based on the fiqh muamalah literature, which discusses the concept of *Ijārah 'ala al-'amāl* as well as the responsibility of the service provider in the employment contract. Several studies explain that failure to meet the specifications of the work, delay in completion, and deterioration in the quality of results can be qualified as default, both from the perspective of Islamic law and positive law. This principle is in line with the principle of *pacta sunt servanda* as stipulated in Article 1338 of the Civil Code, which emphasizes that agreements made legally bind the parties as laws.⁹

Previous studies on WWTP and public construction projects have shown that project failures are often caused by poor oversight, uncontrolled contract changes, and low compliance with technical documents. However, most of the research still focuses on the technical and legal aspects of the contract alone,

⁶ Russian Agnes Rizky, Martono Anggusti, and Jinner Sidaauruk, 'Legal Analysis of Contract Change Orders (CCO) Affecting Addendums in Construction Contracts', 4.1 (2025), 49–66.

⁷ Di and Pidie.

⁸ Di and Pidie.

⁹ Di and Pidie.

without linking it in depth to the perspective of the contract *Ijārah 'ala al-'amāl* in fiqh muamalah.¹⁰

This research is important to examine and further research the implementation of contracts and addendum contracts on the Wastewater Treatment Plant (WWTP) construction project in Aceh Tengah Regency, especially in the legal relationship between the Aceh Tengah Regional Government as the project owner and PT Meudang Pirak as the implementing contractor. This research is focused on the suitability of the implementation of work, time management, cost, and quality of WWTP construction results with the principle of contract *Ijārah 'ala al-'amāl* and the applicable positive legal provisions. Therefore, this research is titled "Analysis of Addendum Contracts on the Completion of WWTP Construction Projects in Aceh Tengah According to the Concept *Ijārah 'Ala Al-Amal*."

RESEARCH METHODS

This study uses a qualitative approach with a descriptive-analytical type of research. The qualitative approach was chosen because this study aims to analyze and understand in depth the addendum contract applied in the completion of the construction of the Wastewater Treatment Plant (WWTP) construction project in Aceh Tengah, as well as review it based on the concept of *ijārah 'alā al-'amal* in Islamic law. This approach allows researchers to examine the practice of addendum contracts not only from normative and juridical aspects, but also from the perspective of muamalah fiqh.¹¹

This type of descriptive-analytical research is used to systematically describe the mechanism and characteristics of the implementation of addendum contracts in WWTP construction projects in Aceh Tengah, then analyze its suitability with the principles of *ijārah 'alā al-'amal*, such as the clarity of the contract, the object of work, the determination of wages (*ujrah*), the agreement of the parties, and the fulfillment of the elements of justice and benefit in the implementation of the service contract according to Islamic law.¹²

The data sources used in this study are secondary data, obtained from various written references, including scientific books, research journals, laws and regulations, legal documents, and muamalah fiqh literature that discusses contracts in construction projects, addendum contracts, and the concept of *ijārah 'alā al-'amal*. The secondary data is used as the main basis for analyzing the

¹⁰ Rizky, Anggusti, and Sidauruk.

¹¹ Di and Pidie.

¹² Abdul Wahid al-faizin and Abdul Hafid, 'Studi Komparasi Akad Ijarah dan Ju ' Alah Serta Aplikasi Keduanya Dalam Ekonomi Moder', 10.03 (2024), 3386–92.

addendum contract for the completion of the construction of the WWTP construction project in Aceh Tengah.¹³

Data collection is carried out through library *research*, which involves examining various reference sources that are relevant to the focus of the research. Furthermore, the data was analyzed using normative qualitative analysis, by classifying, comparing, and interpreting the concept of addendum contracts in construction practice with the provisions of *ijārah 'alā al-'amal* in Islamic law, so that conclusions were reached about the suitability or inconsistency of the application of the addendum contract with sharia principles.¹⁴

RESULTS AND DISCUSSION

Definition and Legal Basis of *Ijārah 'Ala Al-'Amāl*

Etymologically, the word *São Paulo* is derived from the word *Al-Ajru* Meaning *Al-'Iwadh*, which, in Indonesian, is salary or wages. In the Great Dictionary of the Indonesian Language, the term *São Paulo* is interpreted as a wage or rent given to a person after cooperating in accordance with Islamic law. In this discussion, *São Paulo* means a contract that contains the exchange of benefits by giving a certain amount of reward. *Ijārah* includes a form of muamalah activities to meet the needs of life. In the discussion of fiqh muamalah, the terms used for the person who rents are *mu'ajir*, Tenant Referred to *musta'jir*, the object for rent is called *Shawn*, and the reward for the use is called *Squirt* or *Ijarah*.¹⁵

Contractually, *São Paulo* is divided into two forms, namely *Ijārah 'ala al-Manafi* and *Ijārah 'ala al-'amal*. *Ijārah 'ala al-'amal* is a contract whose object is in the form of services or work, either personal or for the public interest. The scholars agree that clarity of job specifications, duration, and wages are important elements for the contract to run fairly and avoid disputes.¹⁶

According to Hanafiyah scholars, *Ijārah 'ala al-'amal* is an employment agreement that emphasises the clarity of benefits, types of work, working periods, and wages as compensation for labour and expertise. This clarity is important to ensure responsibility, risk, and quality of work results. Therefore, all provisions must be affirmed from the beginning of the contract so that there

¹³ Fiqh Muamalah, 'AL-QIBLAH: Studi Perbandingan Hukum Ijarah Dalam Perspektif ', 2.3 (2023), 234-53 <<https://doi.org/10.36701/qiblah.v2i3.988>>.

¹⁴ T. Le, J. K., & Schmid, *Research Method Innovation Practice. Organizational Research Methods*, 2022.

¹⁵ 'Final_Skripsi_Tm Mifzal Syauqi_19082024'.

¹⁶ 'Final_Skripsi_Tm Mifzal Syauqi_19082024'.

is no default.¹⁷

Objects *Ijārah 'ala al-'amal* is the benefit of the workforce, with the executor of the work called *Dreadful*. *Dreadful* is divided into two, namely *Special Fear*, who work for one party at a certain time and may not work for another, and *Fear of Scarcity*, who can work for many parties, such as tailors or lawyers. Ajir Musytarak is only entitled to receive wages after completing his work.¹⁸

Malikiyyah, Shafi'iyah, and Hanabilah scholars agree that *Ijārah 'ala al-'amal* must have clarity of time, work, and wages according to the agreement. This contract contains benefits for both parties, requires the payment of wages to workers, demands expertise from the work implementer, and requires clarity of the contract so that its implementation is in accordance with Sharia and avoids disputes.¹⁹

Al-ijārah, both in the form of rent-rent and wage-rent, is a form of muamalah that is sharia in Islam. According to many scholars, the law of origin of *ijārah* is mubah (permissible), as long as it is carried out in accordance with the provisions of the sharia. The basis of its abilities is sourced from the Qur'an, the Sunnah of the Prophet, and ijma' ulama, which shows the legitimacy of the *ijārah* contract in social life.²⁰

The evidence from the Qur'an is found in QS, among others. Al-Qashash verses 26–27 explain the importance of choosing strong and trustworthy workers and the existence of a work and wage agreement within a certain period of time. This verse emphasizes that the work must be handed over to people who have the ability and trust, as well as the clarity of the working relationship between the giver and the recipient of the service.²¹

The evidence from the Sunnah of the Prophet PBUH, also emphasizes the abilities and priorities of *degrees*. Several saheeh hadiths narrate that the Prophet PBUH once hired the services of a guide and gave wages to the person who cupped him. In fact, the Prophet emphasized that wages should be given on time and not delayed, as he said: "Give the wages of workers before their sweat is dry".²²

¹⁷ Abdul Aziz Dahlan (ed), 1996, Ensklopedia Hukum Islam, Volume 4, Cet. 1, (Jakarta: Ichtiar Baru) *Van Hoouve*, p. 660.

¹⁸ Abdul Aziz Dahlan (Ed)

¹⁹ Abdul Aziz Dahlan (Ed)

²⁰ 'Sapiudin Shidiq-Fitk2.Pdf.

²¹ Faculty of Ushuluddin *And Others*, ' Tawadu Menurut Muhammad Quraish Shihab Dalam Tafsir Al Mishbah ', 2019.

²² Sellyana Verawati and Alda Nihayatul Arifah, 'The View of Al-Hafidz Shihab Al-Din Al Busiri on the Hadith of Zawaid in the Book of Misbah Az-Zujajah Fii Zawaid Ibn Majah Ulama . This book not only contains authentic hadiths, and Hasan, but also by Ibn Majahdan not narrated by the scholars of the Polar Hadith al-Khamsah Maka', 21 (2024), 59–79.

These hadiths also show the importance of clarity of work in the *ijārah* contract in order to avoid gharar (ambiguity) and tadlis (fraud). Islam prohibits transactions that contain these elements because they can harm one party and cause the contract to become invalid. Therefore, transparency in work and wages is the main principle in *ijārah*.²³

In addition to the Qur'an and Sunnah, *ijma'* ulama is the basis of *ijārah law*. In the practice of life, *ijārah* allows for mutual help between humans, such as a homeowner who rents out his house to people in need. This principle is in line with QS. Az-Zukhruf verse 32, which emphasizes that the difference in human abilities and assets is a provision of Allah, so that they need each other and use each other fairly through a contract that is justified by the sharia.²⁴

How to Apply the *Ijārah 'Ala Al-'Amāl* Contract in WWTP Development Contracts in Aceh Tengah

The application of the *ijārah 'ala al-'amāl* contract in the construction contract of the Wastewater Treatment Plant (WWTP) in Aceh Tengah Regency is reflected in the legal relationship between the P2P Work Unit as the project owner and PT. MP is a construction service provider. The relationship is based on a work contract that regulates the implementation of WWTP construction services with certain rewards (*ujrah*) within an agreed period of time. This contract serves as the main basis for regulating the rights and obligations of the parties, including the scope of work, contract value, implementation time, and project supervision and evaluation mechanism.²⁵

In the perspective of the *ijārah 'ala al-'amāl* contract, the P2P Task Force is positioned as *musta'jir* (the party who hires the services), while PT. MP as *ajir* (service provider). The object of the contract in the form of WWTP construction work is described in detail through contract documents and *Detail Engineering Design* (DED), while *ujrah* is determined definitively in the contract value. The determination of the schedule for 289 calendar days reflects the clarity of the work deadline as one of the valid requirements for the *diploma* contract.²⁶

The implementation of the *ijārah* contract in this project is actively supervised by the P2P Task Force through a time-schedule-based progress control mechanism. This instrument allows for an objective and accountable evaluation of work achievements. The supervision is in line with the principle of

²³ Nasroen Harun, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2009).

²⁴ Surah Az-Zukhruf: 32, Uii Al-Quran Translation Team, Al-Quran and Tafsir (Yogyakarta: Uii Press, 1991)

²⁵ Maulia Dahra, 'Village Property House Construction Agreement According To Sharia Economic Law : A Study In Darussalam Sub-District , Aceh Besar', 8.1 (2024), 246–62.

²⁶ Al-faizin and Hafid.

ijārah, which requires the fulfillment of the benefits of work according to the initial agreement. Thus, the implementation of the contract is not only formal but also operational in project management practices.²⁷

In the implementation process, there are technical and non-technical obstacles that affect the realization of the work. To maintain the sustainability of *the ijārah contract*, PT. The MP coordinates with supervisory consultants and the P2P Task Force to ensure that the work remains in accordance with technical specifications. *The schedule* prepared based on the work item is verified and agreed upon in the *preconstruction meeting* forum (PCM), which reflects the understanding (*tarāqī*) of the parties in the implementation of the contract.²⁸

The application of the *ijārah 'ala al-'amāl contract* can also be seen from the use of the addendum contract mechanism as a form of contract adjustment. The addendum functions as a means of updating and improving the contract due to changes in objective conditions in the field. In fiqh muamalah, this practice can be qualified as *tajdīd al-'aqd* or *ta'dīl al-'aqd*, which is permissible as long as it does not eliminate the clarity of the object of the work, the value of *ujrah*, and the deadline for implementation.²⁹

During the project implementation period, the construction of WWTP underwent three addendums. The first addendum was made due to a change in the project location as far as ±45 meters from the original site plan, which created the need for additional work. This addendum shows the flexibility of the implementation of *the ijārah contract* in responding to changes in the object of work (*ma'jūr*) without cancelling the main contract.³⁰

The second addendum relates to the adjustment of the contract value due to the increase in work that is not listed in the initial RAB. This adjustment of the value of *ujrah* is valid in fiqhiyyah because it is based on real work, mutually agreed, and has a clear technical justification. Thus, the principle of justice and balance in the diploma contract is maintained.³¹

Changes in the scope and value of the work have an impact on delays in project completion. However, the delay is not necessarily seen as an addendum, but rather as a consequence of field factors that are beyond the intention of *ajīr*. Therefore, the third Addendum was issued in the form of a 60-day extension, accompanied by a delay fine arrangement.³²

From the perspective of fiqh muamalah, the imposition of late fines can be

²⁷ Dahra.

²⁸ Di and Pidie.

²⁹ Al-faizin and Hafid.

³⁰ 'BAST 1 PDF'.

³¹ 'Against the Central Aceh MP 2020 WWTP'.

³² 'Against the Central Aceh MP 2020 WWTP'.

understood as a form of *ta'wīd* for the real losses suffered by *musta'jir*. As long as the fine is proportional, not usury, and aims to maintain contract commitment, then the provision can be justified in Sharia. This shows that the application of the *ijārah 'ala al-'amāl* contract in the WWTP project not only pays attention to positive technical and legal aspects, but also to the value of justice in Islam.³³

Overall, the implementation of the *ijārah 'ala al-'amāl* contract in the WWTP construction contract in Aceh Tengah runs completely and consistently. Obstacles that occur during the implementation of the project do not damage the validity of the contract because it only touches on the technical aspects of implementation, not the harmony and conditions of the contract. With the agreement of all addendum and the completion of the work, the *ijārah* contract is considered to have been carried out legally and perfectly, both according to positive law and the perspective of fiqh muamalah.³⁴

The application of the *ijārah 'ala al-'amāl* contract in this project shows that government construction contracts can be harmoniously integrated with sharia principles. In the context of Aceh applying Islamic values in governance, this practice is a contractual model that not only guarantees legal certainty but also realizes justice, transparency, and benefits for all parties involved.³⁵

How to Settle Addendum Contracts on WWTP Construction Projects in Accordance with the Principles *Ijārah 'Ala Al-'Amal*

The completion of the addendum contract on the WWTP construction project is an integral part of the implementation of the *ijārah 'ala al-'amāl* contract, which is a service hire contract for certain work in exchange for an agreed reward. In practice, addendum arises in response to changes in objective conditions in the field, such as changes in location, additional work, or delays due to technical and non-technical factors. From the perspective of muamalah fiqh, the settlement of addendum contracts must remain within the corridor of the *ijārah* contract; that is, it does not eliminate the clarity of the object of work (*ma'jūr*), the certainty of wages (*ujrah*), and the voluntary agreement (*tarāḍī*) between the parties.³⁶

The completion of the addendum is carried out through a deliberation mechanism between the employer (*musta'jir*) and the service provider (*ajir*) to

³³ 'FINAL_Skripsi_TM Mifzal Syauqi_19082024'.

³⁴ Al-faizin and Hafid.

³⁵ Muhammad Adam Noor, ' Tinjauan Akad Ijarah Terhadap Praktik Jasa Pengiriman Barang (Studi Kasus Di PT JNE Cabang Sambas)', 2025, 748–60.

³⁶ Dahra.

adjust the content of the initial contract to the actual conditions of the project. This deliberation reflects the principles of fairness and openness in *the diploma* contract, because any change in work, contract value, and implementation time must be agreed consciously and without coercion. In the context of *ijārah 'ala al-'amāl*, an addendum can be understood as a form of *tajdīd al-'aqd* (renewal of the contract) or *ta'dīl al-'aqd* (adjustment of the contract), which is permissible as long as it does not contradict the principles and valid conditions of the contract.³⁷

Adjustments to the scope of work and contract value in the addendum are completed by ensuring that the additional work has clear and technically measurable benefits. This principle is in line with the provisions of fiqh *ijārah*, which requires that the benefits of work are not vague (*gharar*). Thus, additional work in the WWTP project must be outlined in detail in the addendum document, including technical specifications and the amount of additional *ujrah*, so that the rights and obligations of the parties remain balanced and transparent.³⁸

In the event of a delay in the completion of the work, the completion of the addendum contract is carried out, taking into account the cause of the delay. If the delay is caused by factors beyond the intention of the service provider, then the extension of time through an addendum is a solution in accordance with the principle of *ijārah 'ala al-'amāl*. In fiqh muamalah, the principle of *al-'udhr* (justified reason) provides room for tolerance for changes in the time of carrying out work, as long as the service provider remains in good faith to complete its obligations.³⁹

The arrangement of late fines in the addendum is resolved by *the ta'wīd approach*, which is compensation for real losses suffered by the employer due to delay. In the principle of *ijārah 'ala al-'amāl*, fines should not be usury or excessive penalties, but should be proportionate and aimed at maintaining the commitment of the contract. With an addendum settlement mechanism based on deliberation, justice, and benefits, WWTP construction contracts can be completed legally and ethically, both according to positive law and the principles of fiqh muamalah.⁴⁰

³⁷ Al-faizin and Hafid.

³⁸ Al-faizin and Hafid.

³⁹ 'Implementing The Theory Of Ijarah On Proofreading', 4.2 (2023), 246–75.

⁴⁰ Based on the Regulation and D a n Fatwa, ' Analisis Implementasi Akad Ijarah Di Perbankan Syariah Berdasarkan Regulasi Dan Fatwa ', 2021 <<https://doi.org/10.15575/as.v23i2.14141>>.

CONCLUSION

Based on the results of the analysis of the main contract and three addendum contracts in the Wastewater Treatment Plant (WWTP) construction project in Aceh Tengah Regency, it can be concluded that all contract changes that occur are a consequence of technical and non-technical dynamics in the field, such as changes in work locations, increase in work volume, adjustment of contract value, and extension of implementation time. The changes were completed through an addendum contract mechanism that was mutually agreed upon between the P2P Task Force as the project owner and PT Meudang Pirak as the service provider, so that it has administrative and juridical validity.

Viewed from the perspective of *fiqh muamalah*, the contract and all addendum of the Aceh Tengah WWTP project meet the principles and requirements of the *ijārah 'ala al-a'māl* contract, including the clarity of the legal subject, the object of work, the certainty of *ujrah*, and the existence of an agreement based on the willingness of the parties. An addendum contract can be qualified as a form of *ta'dīl* or *tajdīd al-'aqd* that is justified in Islam as long as it does not contain elements of *gharar*, usury, fraud, or tyranny. Thus, the implementation of contracts and addendum contracts in the Aceh Tengah WWTP project is considered valid according to positive law and in line with the principles of justice, transparency, and benefits in *fiqh muamalah*, as well as reflecting the integration of sharia values in the practice of government construction contracts in Aceh.

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