

June 15, 2026

Bobbi Plecas  
Deputy Minister  
Ministry of Infrastructure  
Province of British Columbia  
Sent via email: [Engage.INF@gov.bc.ca](mailto:Engage.INF@gov.bc.ca)

**RE: CONSTRUCTION PROMPT PAYMENT ACT DISCUSSION PAPER**

Dear Deputy Minister Plecas,

On behalf of the more than 4,500 construction and resource companies that make up the Independent Contractors and Businesses Association (ICBA), Canada’s largest construction association, I am writing in response to the Ministry’s *Construction Prompt Payment Act* Discussion Paper.

ICBA’s members sit at every link in the payment chain – general contractors who invoice owners and trade contractors who wait to be paid downstream. That breadth shapes our advice: the regulations succeed when they work for the whole chain, and they fail the moment one party can offload delay onto the party below. Our comments follow the order of your paper.

**Section 1: Application and Coming into Force**

Yes, the Act should apply as broadly as possible, and we support bringing it into force in full, at one time, rather than in phases. Members have had since November 2025 to prepare, and a single start date avoids the confusion of running prompt-payment and non-prompt-payment rules side by side.

On exemptions, our position is straightforward: they should be rare and hard to obtain. Every exemption granted at the top of the chain becomes a payment delay imposed on the bottom of it. That applies with particular force to public-sector owners. The Province, municipalities, school boards, health authorities and Crown corporations procure billions of dollars of construction, and our members consistently report that government bodies are among the slowest payers they deal with. Public owners should be subject to the same timelines as everyone else – if the rules are good enough for the private sector, they are good enough for the entities spending public money. Where any exemption is contemplated, the applicant should have to demonstrate, in detail, how downstream parties will be protected from the resulting delay before it is granted.

**Section 2: When a Record is Given or a Payment is Made**

In practice, members treat an invoice as “given” when it is delivered by the method the contract specifies, typically email or an owner’s billing portal, and a payment as “made” when funds are received and clear. We do not support prescriptive delivery requirements such as registered mail; they add cost and create disputes that have nothing to do with whether the work was done. Parties should remain free to define these matters in their contracts, but the regulation should set a clear default that governs when a contract is silent, so the clock can never be frozen by a drafting gap.

### **Section 3: Calculation of Days**

We agree the calculation of days should follow the existing rules in the *Interpretation Act*, consistent with the *Builders Lien Act* and with most other Canadian jurisdictions. Familiar, predictable rules reduce disputes. There is no case for inventing a B.C.-specific method here.

### **Section 4: Interest on Late Payments**

This is where the paper needs work, and where it matters most to our members. A rate of 2.45 per cent (two per cent below prime) does not deter late payment; it subsidizes it. For a large or well-financed owner, paying late at 2.45 per cent is cheaper than a line of credit. The incentive runs exactly backwards: the party with the most market power has the least reason to pay on time, and the small trade contractor at the end of the chain absorbs the cost.

Interest on late payment should carry real consequences. We recommend a rate set at, or slightly above, the cost of borrowing (perhaps prime or prime plus one per cent), so that paying on time is always the cheaper choice. Late payment should never be the rational business decision.

### **Section 5: Adjudicators' Qualifications and Fees**

On qualifications, we support a minimum of ten years of relevant construction experience, mandatory training, and clear integrity requirements, broadly aligned with Ontario, Alberta and other provinces. Alignment lets B.C. draw on experienced adjudicators, produces more consistent decisions, and builds the industry trust the system depends on. The calibre of adjudicators will make or break confidence in this process.

How the Province appoints the adjudication authority matters as much as the qualifications themselves. We urge B.C. to build a competitive environment for certifying and nominating adjudicators rather than handing the function to a single provider. Alberta allows multiple approved nominating authorities to train and certify adjudicators, and that competition drives quality, builds capacity, and keeps fees in check. Ontario took the opposite path and gave the role to one authority. A single-provider model has no built-in pressure to keep standards high or costs low, and it leaves the entire system dependent on one organization's performance. Several established Canadian and international bodies already certify construction adjudicators – B.C. should let more than one of them operate here.

On fees, adjudication only works if the smaller contractor can actually afford to use it. Fees should be based on the amount in dispute rather than the value of the contract, with caps on lower-value disputes as other provinces have done. We urge particular attention to mid-size disputes; a \$150,000 to \$250,000 claim is routine for a mechanical or electrical contractor, and the fee structure must not price those members out of the remedy this Act was created to give them.

### **Section 6: Readiness and Industry Support**

We support standardized forms for the notice of non-payment, notice of adjudication, and response to a notice of adjudication. On the proper invoice, a standard list of required content is helpful, but it should be kept simple and minimal. The greater risk is that a small contractor loses its payment remedy on a technicality because an invoice missed a formatting requirement. The proper invoice should capture what is needed to start the clock – no more.

To support implementation, we recommend plain-language guidance, sample completed forms, and education sessions ahead of the in-force date. ICBA has more members and clients than any other association in B.C., is the single-largest sponsor of trades apprentices in the province, and runs construction training for thousands of workers; we are ready to help the Ministry get this information into members' hands.

### **ICBA Recommendations**

To recap, ICBA recommends:

- Apply the Act to all projects, public and private, with no phasing. A single start date and the broadest possible scope deliver the certainty industry asked for.
- Hold public-sector owners to the same timelines as everyone else. Government bodies are among the slowest payers; they should not be exempt from a law meant to fix exactly that.
- Make exemptions rare and conditional. Any exemption should require a detailed showing of how downstream parties will be shielded from the resulting delay.
- Set a late-payment interest rate with teeth. Price late payment at, or slightly above, the cost of borrowing so paying on time is always the cheaper option.
- Certify adjudicators through a competitive market, not a monopoly. Approve multiple nominating authorities, as Alberta does, rather than awarding the role to a single provider as Ontario did.
- Keep adjudication accessible. Tie fees to the amount in dispute, cap low-value claims, and protect access for routine mid-size disputes.
- Keep the proper invoice simple. Require only what is needed to start the clock, so small contractors don't lose their remedy on a technicality.

Our members build the homes, hospitals, schools, roads, bridges and infrastructure that every British Columbian relies on, and tens of thousands of workers and families depend on those firms being paid for the work they have already done. Prompt payment is, at its core, about making sure that money moves down the chain on time.

We would welcome the opportunity to review draft regulations before they are finalized, and to work constructively with your Ministry to get the details right.

Sincerely,

**INDEPENDENT CONTRACTORS AND BUSINESSES ASSOCIATION**

A handwritten signature in black ink, appearing to read 'Chris Gardner', written in a cursive style.

**Chris Gardner**  
President and CEO