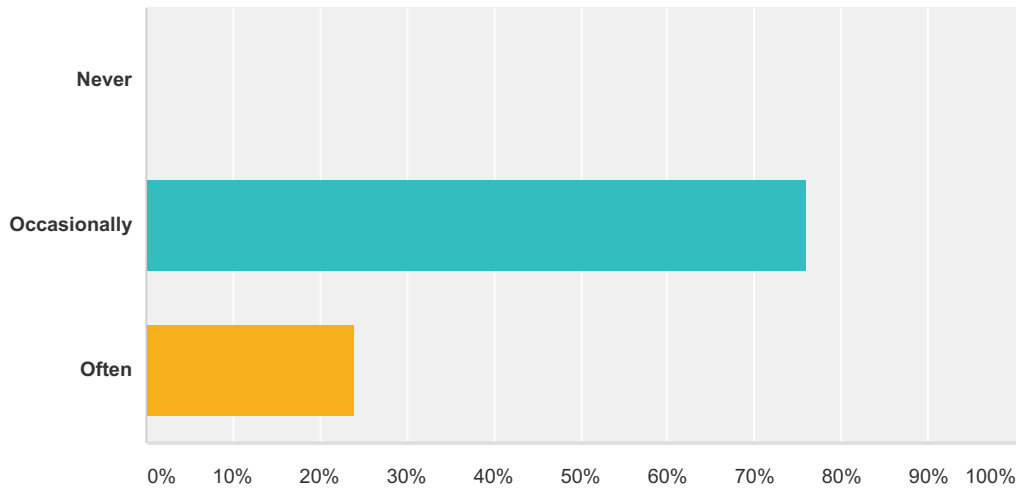


Construction Lien and Payment Questionnaire

Q1 OGCA would like to have your opinion on important issues to be discussed during the Review of the Construction Lien Act by Bruce Reynolds. Payment Timing
The Review will consider the need to incorporate prompt payment provisions into the Act. Many general and sub-contractors have concerns that payments are held for unreasonable long timelines. We would like to know about your experience. Do you experience unreasonable delays being paid by the owner when the payment is not in dispute?

Answered: 46 Skipped: 2

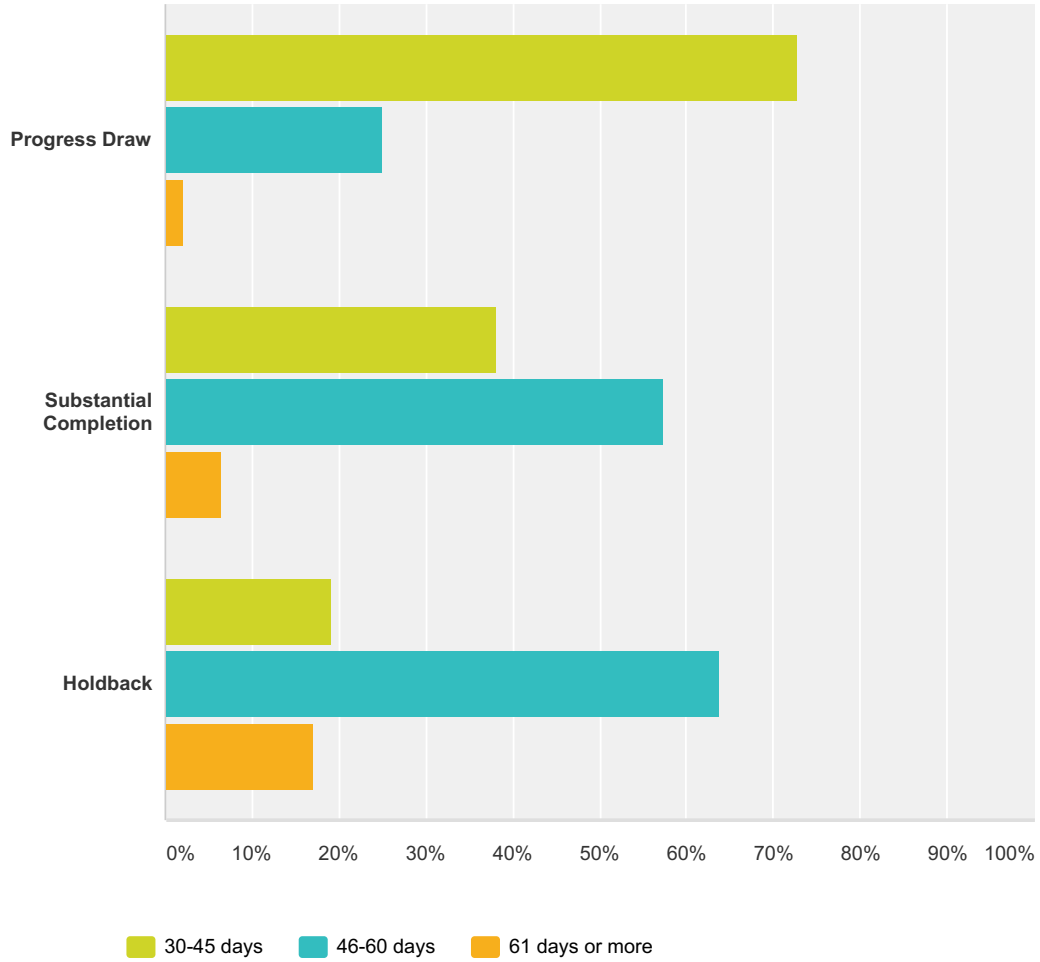


Answer Choices	Responses
Never	0.00% 0
Occasionally	76.09% 35
Often	23.91% 11
Total	46

Construction Lien and Payment Questionnaire

Q2 On average what is the appropriate release date for each payment type?

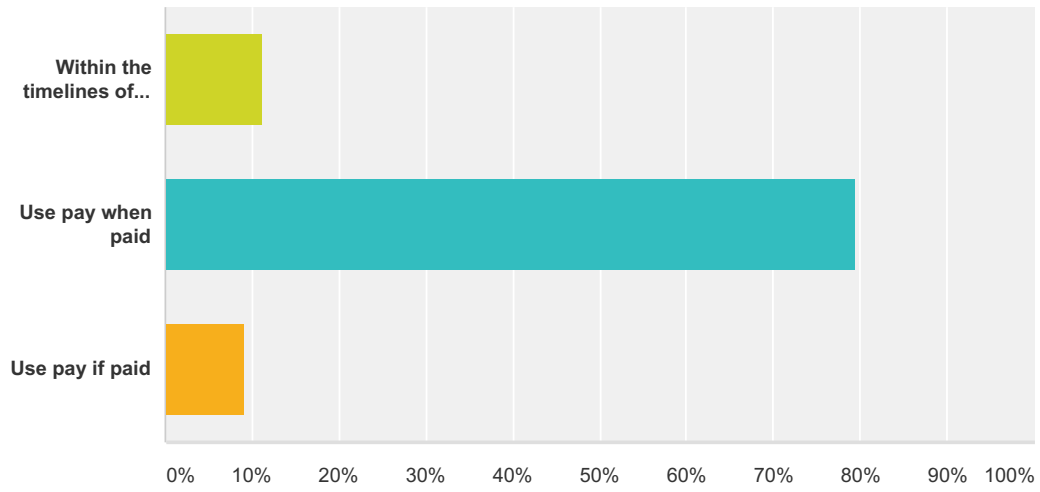
Answered: 48 Skipped: 0



	30-45 days	46-60 days	61 days or more	Total Respondents
Progress Draw	72.92% 35	25.00% 12	2.08% 1	48
Substantial Completion	38.30% 18	57.45% 27	6.38% 3	47
Holdback	19.15% 9	63.83% 30	17.02% 8	47

Q3 What is your practice in making payment to your subtrades?

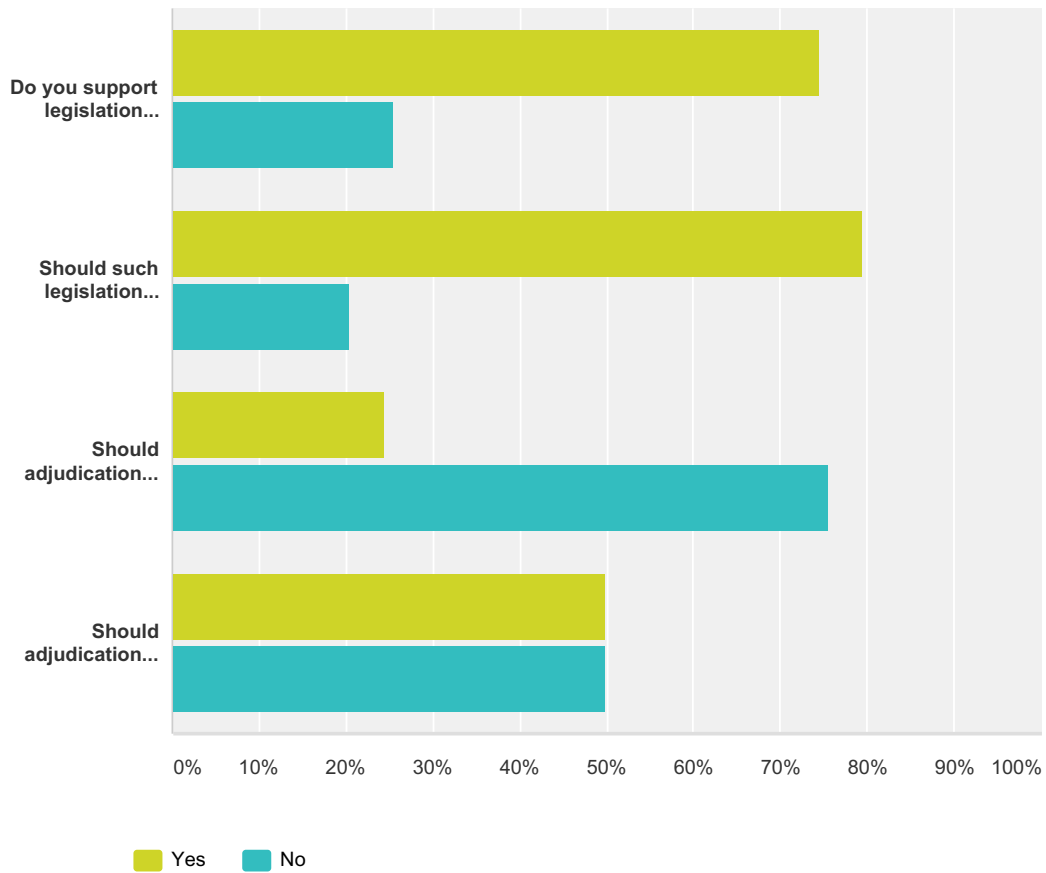
Answered: 44 Skipped: 4



Answer Choices	Responses
Within the timelines of the contract	11.36% 5
Use pay when paid	79.55% 35
Use pay if paid	9.09% 4
Total	44

Q4 Adjudication The Review will consider adding a requirement for a formal process for a private adjudicator be engaged in construction related disputes that delay payment. The primary process is to provide an interim solution to a dispute in order to maintain cash flow through the supply chain. Although the parties can escalate the dispute at the end of the project to litigation, most often they accept the decision as final. Participants in the dispute will pay for the cost of adjudication.

Answered: 47 Skipped: 1



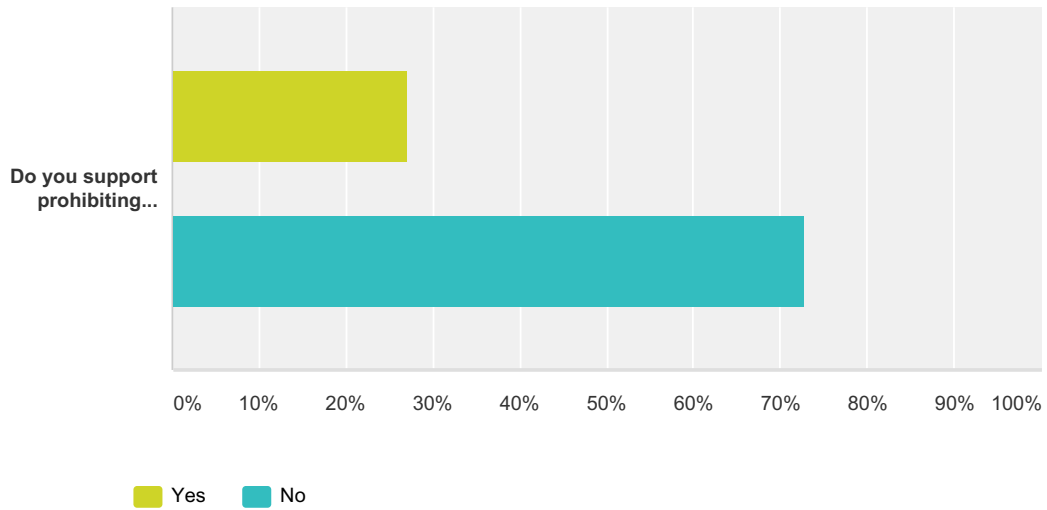
	Yes	No	Total
Do you support legislation making adjudication mandatory in all construction contracts?	74.47% 35	25.53% 12	47
Should such legislation apply only between a GC and Owner or should it also apply to GC / subcontractor disputes or the payment supply chain?	79.55% 35	20.45% 9	44
Should adjudication apply to supply-only subcontracts?	24.44% 11	75.56% 34	45

Construction Lien and Payment Questionnaire

Should adjudication apply to consultant contracts?	50.00% 22	50.00% 22	44
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Q5 Pay when Paid Clauses In most jurisdictions, “pay when paid” clauses (upstream party pays downstream party when upstream party receives payment) were prohibited when adjudication legislation was adopted based on the premise that adjudication will maintain the flow of funds.

Answered: 48 Skipped: 0

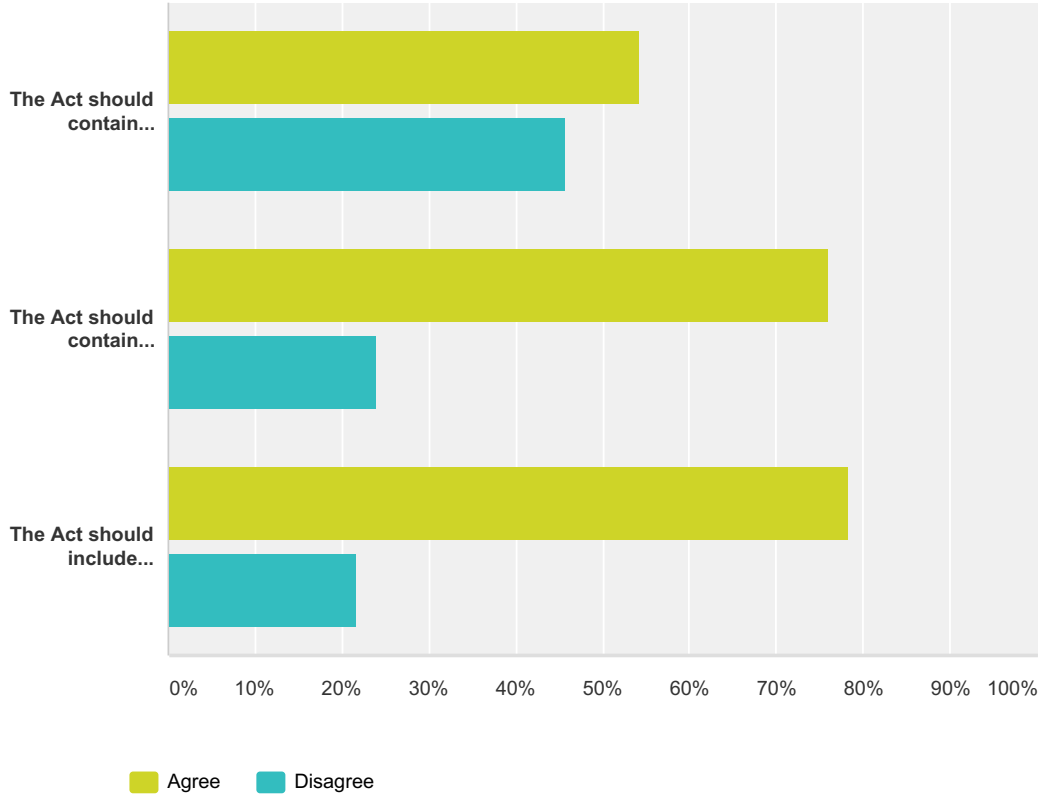


	Yes	No	Total
Do you support prohibiting “pay when paid” clauses in construction contracts if adjudication is included in the Act?	27.08% 13	72.92% 35	48

Construction Lien and Payment Questionnaire

Q6 The industry has three long standing requests for the Lien Act reform. Do you agree with the following:

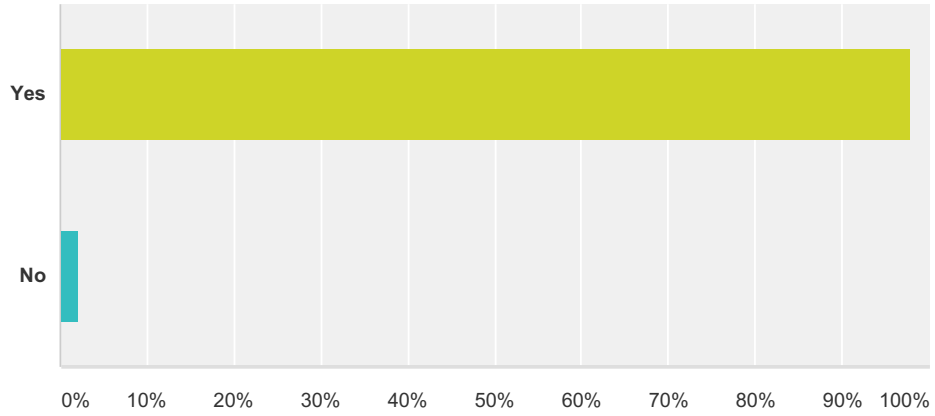
Answered: 48 Skipped: 0



	Agree	Disagree	Total
The Act should contain provisions for separate trust accounts for each project for subcontractors, suppliers, etc., to be created by the owner in the joint name of the owner and general contractor.	54.35% 25	45.65% 21	46
The Act should contain provisions for automatic dispersal of holdback upon the expiration of Lien rights. This would eliminate the right for owners to offset against holdback payments owed to a GC after the expiration of the lien period for such things as deficiencies and disputes. It would also eliminate the right of a GC to offset against holdback payments owed to subcontractors after expiration of the lien period related to similar matters.	76.09% 35	23.91% 11	46
The Act should include provisions extending all parties' lien rights to continue through to substantial performance of the main contract unless there has been an early release of holdback.	78.26% 36	21.74% 10	46

Q7 Should the owner be required to submit proof of financing before the start of the project and provide notice of any change to financing?

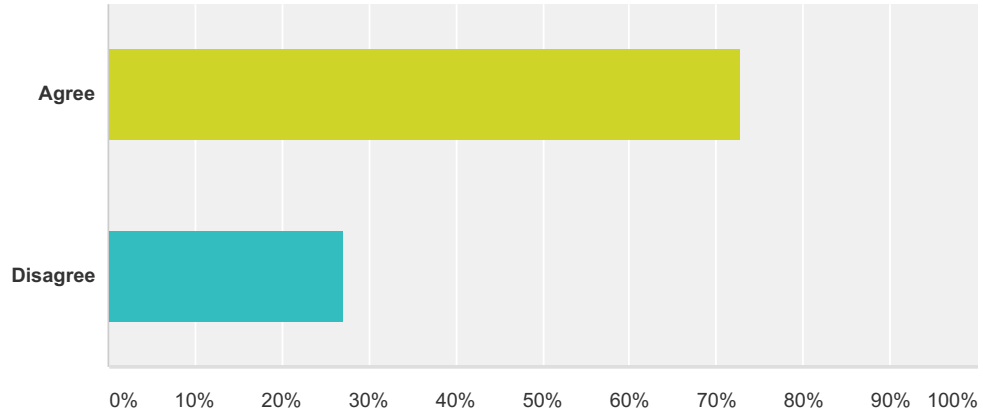
Answered: 48 Skipped: 0



Answer Choices	Responses
Yes	97.92% 47
No	2.08% 1
Total	48

Q8 Should the general contractor and sub-contractors have the right to stop work if payment on a progress draw is not received within 5 days of payment date?

Answered: 48 Skipped: 0



Answer Choices	Responses	
Agree	72.92%	35
Disagree	27.08%	13
Total		48