

(a) sections 1 to 3, 6, 7, paragraph 2 of section 14, sections 79.6.1 to 79.6.3, introduced by section 47 of this Regulation, sections 49, 50, 58 and 67 to 73, which come into force on 1 August 2018;

(b) section 52, which comes into force on 1 January 2019;

(c) sections 5, 16, 33, 48 and 51, section 108.1.3.3, introduced by section 55 of this Regulation, sections 56, 57 and 59 to 66, which come into force of 1 February 2019.

103610

## **M.O., 2018**

### **Order number 2018-01 of the Chair of the Conseil du trésor dated 3 July 2018**

An Act respecting contracting by public bodies (chapter C-65.1, a. 24.3 et 24.5)

Pilot project to facilitate payment to enterprises that are parties to public construction work contracts and related public subcontracts

THE CHAIR OF THE CONSEIL DU TRÉSOR,

CONSIDERING the first paragraph of section 24.3 of the Act respecting contracting by public bodies (chapter C-65.1) which provides that the Chair of the Conseil du trésor may, by order, authorize the implementation of pilot projects aimed at testing various measures to facilitate the payment of enterprises party to the public contracts that the Conseil du trésor determines and to the public subcontracts related to those contracts and defining standards applicable to such payment;

CONSIDERING the second paragraph of that section which provides that the Chair of the Conseil du trésor may, in particular, despite any inconsistent provision of any general or special Act, prescribe the use of various payment calendars, the use of a dispute settlement mechanism and accountability reporting measures according to terms and conditions the Chair determines, which may differ from those provided for in the Act respecting contracting by public bodies and the regulations;

CONSIDERING the third paragraph of that section which provides in particular that the Chair of the Conseil du trésor may determine the terms and conditions of a pilot project whose violation constitutes an offence and set the minimum and maximum amounts for which the offender is liable. Those amounts may not be less than \$2,500 or greater than \$40,000;

CONSIDERING the fourth paragraph of that section which provides in particular that the terms and conditions of a pilot project may vary according to the public bodies and the public contracts and subcontracts concerned;

CONSIDERING section 24.5 of the Act respecting contracting by public bodies which provides that the public bodies and the enterprises that are party to the public contracts and public subcontracts included in a pilot project under section 24.3 of that Act must, as part of the prescribed dispute settlement mechanism and if necessary, call on the services of the non-profit legal person established for a private interest that has entered into an agreement with the Chair of the Conseil du trésor to implement that mechanism;

CONSIDERING section 280 of the Act respecting the Autorité des marchés publics (chapter A-33.2.1) which provides that the publication requirement set out in section 8 of the Regulations Act (chapter R-18.1) does not apply to the terms and conditions determined by the Chair of the Conseil du trésor for the first pilot project authorized under section 24.3 of the Act respecting contracting by public bodies;

CONSIDERING that numerous actors working within the construction industry have on several occasions raised the issue of payment delays that are considered too long and consequently cause significant problems for numerous enterprises;

CONSIDERING that the issue of payment delays was addressed by the Commission of Inquiry on the Awarding and Management of Public Contracts in the Construction Industry in a recommendation requesting the Government to enact legislation or make regulations to propose, in connection with a main contract and subcontracts, a standard setting timelines for producing progress invoices and making payments;

CONSIDERING that the Chair of the Conseil du trésor and the Institut de médiation et d'arbitrage du Québec have entered into an agreement allowing the Institute to implement the dispute settlement mechanism prescribed by a pilot project;

CONSIDERING it is expedient to authorize the implementation of a first pilot project aimed at testing various measures to facilitate payment to enterprises that are parties to the public contracts that the Conseil du trésor determines and to the public subcontracts related to those contracts;

ORDERS AS FOLLOWS:

## **DIVISION I GENERAL**

**1.** The implementation of a first pilot project aimed at testing various measures to facilitate payment to enterprises that are parties to the public construction contracts that the Conseil du trésor determines pursuant to the fifth paragraph of section 24.3 of the Act respecting contracting by public bodies (chapter C-65.1) and to the public subcontracts directly or indirectly related to those contracts, and defining standards applicable to such payment is hereby authorized.

**2.** A public body whose contract is subject to this pilot project must state in the call for tenders published on the electronic tendering system that the contract and all related subcontracts are subject to the terms and conditions established by this Order. It must also include a copy of those terms and conditions with the tender documents.

**3.** Every enterprise contracting out all or any portion of construction work under a public contract subject to this pilot project must send, or otherwise make available, the terms and conditions established by this Order to the enterprises that are to perform the subcontract work.

**4.** Section 47 of the Regulation respecting construction contracts of public bodies (chapter C-65.1, r. 5) does not apply to public contracts subject to this pilot project.

Likewise, sections 50 to 54 of that Regulation do not apply to public contracts subject to the pilot project if the dispute between the public body and general contractor is a dispute to which section 20 of this Order applies.

In addition, any claim service that a public body referred to in section 2 may offer does not apply to public contracts subject to the pilot project.

**5.** A dispute to which section 20 applies may not be referred to an arbitrator or to a court of general jurisdiction by any party to the contract without first having been the subject of an adjudicator's decision rendered pursuant to Division III.

**6.** A party to a public contract subject to this pilot project or to a related public subcontract must initiate the adjudication mechanism before publishing a notice of a legal hypothec on the immovable covered by the contract or subcontract.

**7.** In the case of inconsistency between a provision of this Order and a provision of a public contract subject to this pilot project or of a public subcontract related to such a contract, the provision of the Order prevails.

**8.** For the purposes of this Order, if a date falls on a holiday or a deadline expires on a holiday, the date or deadline is deferred to the next working day. Saturdays are considered to be holidays, as are 2 January and 26 December.

## **DIVISION II PAYMENT CALENDAR**

### *§1. Payment applications*

**9.** A subcontractor that is a party to a public subcontract directly related to a public contract must have submitted a payment application to the general contractor on or before the 25th day of the month for the work performed in that month and the work scheduled up to the end of that month, failing which the payment application is carried over to the following month.

The payment application must cover the work performed in that month and the work scheduled up to the end of that month by the subcontractors performing public subcontracts indirectly related to the public contract insofar as the subcontractors have submitted their payment application to the subcontractor with which they have contracted by a date that allows the payment application to be dealt with as provided in the first paragraph.

A general contractor receiving a payment application must, before submitting its own payment application to the public body, inform the subcontractor of any refusal of all or any portion of the payment application, and give reasons for the refusal.

**10.** A general contractor must have submitted its payment application to the public body for approval on the first day of the month for the work performed in the preceding month, failing which the payment application is carried over to the following month.

A payment application must be complete and cover the work performed by the subcontractors in respect of public subcontracts directly or indirectly related to the public contract insofar as the subcontractors have submitted their payment application in accordance with the first or second paragraph of section 9.

A general contractor's payment application is complete if it contains the following:

(a) the contractor's name and address;

(b) the contract number;

(c) the period or periods in which the work was performed and the date of the payment application;

(d) a description of the work performed including the materials and services supplied, and the work progress percentage;

(e) the amount to be paid;

(f) the signature of the contractor's representative;

(g) the name of the contractor's representative and telephone number where the representative can be reached if need be; and

(h) any document mentioned in the contract that the general contractor must provide to the public body in relation to payment.

## §2. *Approval by the public body of a payment application*

11. A complete payment application within the meaning of the third paragraph of section 10 submitted by a general contractor to the public body on the day specified in the first paragraph of that section is presumed to be approved on the 21st day of the month in which it is received, unless, before the end of the 20th day of that month, the public body gives notice to the general contractor that all or a portion of the payment application is refused.

12. The notice of refusal must be written and contain the following:

(a) the portion of the payment application that is refused, expressed as a percentage;

(b) a description of the work covered by the notice of refusal;

(c) the proportional withholding made or penalty imposed pursuant to the contract provisions;

(d) all the reasons supporting the refusal; and

(e) any contractual or legal provisions on which the refusal is based.

13. The general contractor must without delay send to its subcontractor, if any, a copy of the notice of refusal received from the public body based on a reason the general contractor may raise against a payment application submitted by the subcontractor for work performed by the subcontractor or any of its subcontractors.

## §3. *Payment*

14. The public body must pay the amount owing to the general contractor on or before the last day of the month in which it received a payment application.

15. The general contractor must pay the amount owing to its subcontractor on or before the 5th day of the month following the month for which the general contractor submitted or should have submitted a payment application to the public body.

16. Any subsequent payment owing by a subcontractor to another subcontractor must be made on or before the 10th day of the month, the 15th day of the month and so on to the end of the subcontracting chain.

17. Subject to any other applicable contractual withholding, if all or any portion of a payment application is refused, an enterprise cannot withhold from the amount owing to an enterprise that performed the work covered by the refusal, an amount greater than the refused amount specified in the notice of refusal.

Despite the foregoing, a general contractor that, for its payment, benefits from a tax compensation by the public body must, subject to this Division, pay the amount claimed by the subcontractor in its payment application.

18. An enterprise that fails to submit a payment application by the date or within the time specified in subdivision 1 of this Division must, if it has subcontracted all or a portion of the work, pay each subcontractor within the time set out in this subdivision if the payment application from the subcontractors was received in accordance with the first or second paragraph of section 9.

## §4. *Discharges*

19. The public body may not withhold an amount from payment owing to a general contractor for the sole purpose of protecting the claim of subcontractors that have disclosed their subcontract to the public body. Accordingly, the public body cannot require a discharge from the general contractor.

## DIVISION III DISPUTE SETTLEMENT BY AN ADJUDICATOR

### §1. *Disputes covered*

20. Any dispute unable to be settled amicably may be referred to an adjudicator if the dispute arises from the performance of a public contract subject to this pilot project or from the performance of a public subcontract directly or indirectly related to that contract, to the extent that the dispute is likely to affect payment of all or a portion of the contract or subcontract.

For the purposes of this Order, a dispute is deemed to affect payment if it concerns

- (a) a payment application submitted in accordance with the provisions of the contract or this Order;
- (b) the value of a contract modification;
- (c) a withholding or its release; or
- (d) the evaluation of the cost of the work, including valuation of materials and services supplied.

**21.** A party to a contract, hereafter the “applicant”, wishing to submit a dispute to an adjudicator must give to the other party to the contract a notice of adjudication that contains

- (a) the names and addresses of the parties to the contract;
- (b) the contract number;
- (c) the nature and a description of the dispute;
- (d) the relevant contractual provisions, as applicable;
- (e) the reasons raised in support of the notice of adjudication, the conclusions sought and support documents; and
- (f) the name of three adjudicators listed in the registry maintained by the Institut de médiation et d’arbitrage du Québec; the applicant must first have made certain the adjudicators are available.

**22.** Every party involved in a dispute must, at the same time, inform its subcontractors of the dispute, stating the nature and providing a description of the dispute. Likewise, every person so informed must also inform its subcontractors, and so on.

**23.** A notice of adjudication concerning a dispute described in section 20 may be given by the applicant to the other party to the contract up to the date of the end of the contract.

For the purposes of this Order, the end of the contract is, in the case of a public contract for construction work, the date on which the public body accepts the works without reservation.

### *§2. Selection of an adjudicator*

**24.** The Institut de médiation et d’arbitrage du Québec is to post on its website a registry of qualified adjudicators.

For each adjudicator, the registry must indicate the adjudicator’s profession and area of expertise, the hourly rate charged and his or her contact information and experience in the construction field.

**25.** On receipt of the notice of adjudication, the other party to the contract has 5 days to choose an adjudicator from among those proposed by the applicant or, if none of the three is to be retained by the other party, to request that the Institut de médiation et d’arbitrage du Québec appoint a different adjudicator.

If the other party fails to choose an adjudicator or to make a request to the Institut de médiation et d’arbitrage du Québec, the applicant must, on the expiry of the 5 days, request the Institut de médiation et d’arbitrage du Québec to appoint an adjudicator.

In each case, the Institut de médiation et d’arbitrage du Québec has 5 days after receipt of the request to appoint an adjudicator.

**26.** In the event that an adjudicator is unable to continue the adjudication, the applicant and the other party to the contract may, by mutual agreement, appoint another adjudicator within 2 days following the day on which they were so informed. If they cannot agree on the choice of a new adjudicator, either party may request that the Institut de médiation et d’arbitrage du Québec make the appointment within 5 days following the request.

**27.** The applicant, the other party to the contract and the adjudicator are bound by the terms and conditions of adjudication set out in Schedule 1 to this Order.

### *§3. Conduct of an adjudication*

**28.** Once an adjudicator has been retained and not later than 10 days after the notice of adjudication has been given, the applicant and the other party to the contract must provide the adjudicator with all the documents and information in support of their claims as well as a copy of the notice of adjudication referred to in section 21. The applicant and the other party to the contract, throughout the adjudication, are to ensure that every copy of documents provided to the adjudicator is also given to the other party.

Once the documents and information have been received, the adjudicator has 30 days to render a decision. That time may be extended before its expiry for a maximum of 15 days, at the discretion of the adjudicator.

**29.** The adjudication is conducted in the manner determined by the adjudicator; it may be conducted in writing, by conference call, in person or by any combination of those manners. In every case, the adjudicator is to opt for the manner that is most practical and of a nature conducive to keeping expenses at a minimum.

**30.** At any time before rendering a decision, the adjudicator may request complementary information and additional documents from the parties.

If the adjudicator considers it useful to do so, he or she may also request supplementary information from the public body that entered into the public contract or from any other enterprise that is a party to a public subcontract related to the public contract; they must provide the information to the adjudicator within the time specified.

**31.** If the adjudication or a procedural stage of it is conducted in person, each session must be held in the presence of the parties to the contract, the adjudicator and any other person whose presence is considered relevant by the adjudicator.

**32.** Each of the parties to the contact may be advised by an outside lawyer whose role is to provide assistance; the lawyer cannot make representations to the adjudicator on behalf of the client.

**33.** Performance of the contract that is the subject of the adjudication continues without interruption while the adjudication is being conducted.

**34.** The fact that the applicant totally withdraws from the adjudication terminates the adjudication as soon as the withdrawal is notified to the other party to the contract and to the adjudicator.

**35.** The same dispute cannot be referred a second time to another adjudicator.

#### *§4. Adjudicator's decision*

**36.** The adjudicator's decision must be written, give reasons and be signed. It must be sent without delay to the parties to the contract, and remain within the applicable legal and contractual framework.

Communication of the decision to the parties terminates the adjudication.

**37.** The decision is enforceable as soon as it is received by the parties to the contract even though one of the parties plans to subsequently refer the same dispute to an arbitrator or to a court of general jurisdiction.

If the decision sets an amount to be paid, payment must be made within 10 days after receipt of the decision. The second paragraph of section 17 of the Act respecting contracting by public bodies does not apply in respect of the payment.

**38.** Payment by one of the parties to the contract pursuant to the adjudicator's decision is made under protest, namely without prejudice and subject to the payor's right to reimbursement of all or a portion of the amount of money as a consequence of a subsequent award by an arbitrator or a decision by a court of general jurisdiction.

**39.** The applicant must inform the same recipients as those referred to in section 22 of the fact that the adjudicator has rendered a decision and, if applicable, of the amount to be paid.

#### *§5. Confidentiality*

**40.** Unless the parties to the contract and the adjudicator have agreed otherwise in writing, each of them must ensure that during the adjudication process, all discussions and all documents and information communicated remain confidential.

Despite the foregoing, disclosure is permitted if it is necessary to enforce an agreement or is required by law.

**41.** An adjudicator does not commit a breach of the confidentiality required by section 40 when giving conclusions and reasons in the decision rendered at the end of the adjudication.

#### *§6. Subsequent proceeding*

**42.** A proceeding pertaining to the same elements as those involved in adjudication under this Division may, subsequent to the adjudicator's decision, be brought by one of the parties to the contract before an arbitrator or a court of general jurisdiction.

The adjudicator's decision may be filed in connection with such a proceeding and the filing in those circumstances is deemed not to contravene the confidentiality requirements of section 40.

#### *§7. Fees and expenses*

**43.** An adjudicator is to determine a provision for expenses, as he or she considers appropriate, and inform the parties thereof in writing at the outset of the adjudication.

**44.** The fees and expenses related to the adjudicator's services are apportioned equally between the applicant and the other party to the contract.

The adjudicator may, however, derogate from equal apportionment of the fees and expenses, as he or she considers appropriate, and in such a case must so inform the parties in writing.

45. Where the Institut de médiation et d'arbitrage du Québec intervenes in the choice of an adjudicator under section 25 or 26, the applicant and the other party to the contract must each pay an amount of \$250.00 plus taxes to the Institute within 10 days after the adjudicator has been appointed.

46. Each party to the contract assumes the entire amount of the expenses it incurs pursuant to this Division.

#### **DIVISION IV** ACCOUNTABILITY REPORTING

47. At the end of each adjudication proceeding pursuant to this Order, the adjudicator and each party to the contract participating in the proceedings must report on the adjudication by answering the questions in the form in Schedule 2.

The adjudicator and the parties to the contract are to send the duly completed form to the secretariat of the Conseil du trésor. The secretariat is to send a copy of the form completed by the adjudicator to the Institut de médiation et d'arbitrage du Québec and a copy of the form completed by each enterprise to the Coalition Against Payment Delays in the Construction Industry.

48. At the end of each public contract subject to this pilot project and each related public subcontract, each party must report on the pilot project by answering the questions in the form in Schedule 3.

The enterprises and public bodies must send the duly completed form to the secretariat of the Conseil du trésor which is to send a copy to the Coalition Against Payment Delays in the Construction Industry if it is completed by an enterprise.

49. At the end of this pilot project, the Coalition Against Payment Delays in the Construction Industry and the Institut de médiation et d'arbitrage du Québec are each to submit to the secretariat of the Conseil du trésor a report on the pilot project dealing in particular with the issues, the problems encountered and any proposals for improvement.

#### **DIVISION V** OFFENCE

50. Every party to a contract that contravenes the second paragraph of section 37 is guilty of an offence and is liable to a fine of \$10,000 to \$40,000.

#### **DIVISION VI** FINAL

51. This Order comes into force on the fifteenth day following its publication in the *Gazette officielle du Québec*.

Québec, this 3 July 2018

PIERRE ARCAND,  
*Chair of the Conseil du trésor*

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#### **SCHEDULE 1** (Section 27)

##### TERMS AND CONDITIONS OF ADJUDICATION

###### 1. PURPOSE

The applicant and the other party to the contract, hereafter “the Parties”, retain the professional services of the Adjudicator who is to render a decision on the referred dispute.

###### 2. APPLICABLE TERMS AND CONDITIONS

Any terms and conditions determined by Order of the Chair of the Conseil du trésor form an integral part of these terms and conditions.

###### 3. ADJUDICATOR

The Adjudicator is to personally perform the mandate entrusted by the Parties and to act at all times in a neutral and impartial manner.

###### 4. CONFLICT OF INTEREST

The Adjudicator must undertake to avoid any situation of conflict of interest likely to affect the performance of the mandate. If such a situation arises, the Adjudicator must so inform the Parties and the Parties may indicate to the Adjudicator how to remedy the conflict of interest or they may provide the Adjudicator with a signed notice terminating the adjudication.

###### 5. WITHDRAWAL BY THE ADJUDICATOR

An Adjudicator who is unable to continue the adjudication must so inform the Parties without delay so that they may choose another Adjudicator. Once that person has been chosen by the parties or, failing that, has been appointed by the Institut de médiation et d'arbitrage du Québec, the withdrawing Adjudicator is to send the entire file as soon as possible to the succeeding Adjudicator in the manner they agree upon.

## 6. FEES AND EXPENSES

### 6.1 Fees

The Adjudicator is remunerated at the hourly rate published in the Registry of Adjudicators maintained by the Institut de médiation et d'arbitrage du Québec.

The Adjudicator is entitled to fees for the actual time devoted to the adjudication, namely examination of the file and preparation of the decision and, if applicable, for the holding of sessions in the presence of the Parties, including session preparation.

The Adjudicator's travelling time is remunerated at half the hourly rate referred to in the first paragraph if the distance travelled exceeds a 90-kilometre radius from the Adjudicator's home base.

### 6.2 Expenses

The Adjudicator is entitled to be reimbursed for expenses that include, among others, travel, accommodation and meal expenses, at the rate and on the terms set out in the *Directive concernant les frais de déplacement des personnes engagées à honoraires par des organismes publics* (C.T. 212379 dated 26 March 2013, as amended), posted in French on the following website:

[https://www.tresor.gouv.qc.ca/fileadmin/PDF/faire\\_affaire\\_avec\\_etat/cadre\\_normatif/frais\\_deplacement.pdf](https://www.tresor.gouv.qc.ca/fileadmin/PDF/faire_affaire_avec_etat/cadre_normatif/frais_deplacement.pdf)

The actual expense of other disbursements necessary to conduct the adjudication are reimbursed on presentation of adequate vouchers.

## 7. TERMS OF PAYMENT

An invoice for fees and expenses must be sent to the Parties by the Adjudicator. It must be sufficiently detailed to allow the Parties to verify, for each day, the validity of the fees or expenses claimed. Vouchers for any expenses claimed must be sent with the invoice.

Payment is made to the Adjudicator personally or to the order of the firm within which he or she works, in keeping with the written instructions given to the Parties by the Adjudicator. The Adjudicator must also, as applicable, provide his or her Social Insurance Number or the business number entered in the enterprise register as well as the appropriate tax information.

## 8. COMPENSATION

The Adjudicator is not entitled to compensation if one of the Parties totally withdraws from the adjudication and in so doing, terminates the adjudication.

## 9. ADJUDICATOR'S LIABILITY

Unless there is an intentional or gross fault on the part of the Adjudicator, he or she will incur no liability for material damage sustained by any of the Parties as a consequence of the Adjudicator's decision.

IF ONE OF THE PARTIES IS A PUBLIC BODY:

## 10. AUDIT

The invoices for fees produced in the course of performing this mandate may be audited by the Comptroller of Finance who, for the purpose, has all the powers provided for in the Act respecting public inquiry commissions (chapter C-37) and, more specifically, the power to take cognizance and examine all registers and documents the Comptroller considers relevant to the audit.

## 11. REVENU QUÉBEC CERTIFICATE

In accordance with sections 50.1 and 50.3 of the Regulation respecting certain service contracts of public bodies (chapter C-65.1, r. 4), the Adjudicator, if in business, or the firm with which the Adjudicator is related, must hold a certificate from Revenu Québec. A copy of the certificate must be sent without delay to the public body.

## 12. COMING INTO FORCE

These terms and conditions come into force on the date on which an Adjudicator is chosen by the Parties or is appointed by the Institut de médiation et d'arbitrage du Québec.

**SCHEDULE 2  
(Section 47)**

**ACCOUNTABILITY REPORTING  
AT THE END OF EACH ADJUDICATION**

Send the duly completed form to the secretariat of the Conseil du trésor at:

[projet\\_pilote\\_paiements@sct.gouv.qc.ca](mailto:projet_pilote_paiements@sct.gouv.qc.ca)

Additional information or documents may in certain circumstances be requested by the secretariat of the Conseil du trésor.

For questions relating to the reporting form, please write to

[projet\\_pilote\\_paiements@sct.gouv.qc.ca](mailto:projet_pilote_paiements@sct.gouv.qc.ca)

**IDENTIFICATION AND SUMMARY DESCRIPTION**

Subject of contract: \_\_\_\_\_

Subject of dispute: \_\_\_\_\_

Parties involved:

Applicant: \_\_\_\_\_

Other party: \_\_\_\_\_

Adjudicator: \_\_\_\_\_

Date of notice of adjudication: \_\_\_\_\_

Date of appointment of adjudicator: \_\_\_\_\_

Did the Institut de médiation et d'arbitrage du Québec appoint the adjudicator? If yes, for what reason(s)?

\_\_\_\_\_

Date of decision by adjudicator: \_\_\_\_\_

Date of payment, if applicable: \_\_\_\_\_

*The adjudicator must answer questions 1 to 5; the parties to the public contract or subcontract must answer all the questions.*

1. Generally speaking, are you satisfied with the conduct of the adjudication by the adjudicator? Explain.



2. Are the timelines set out in the terms and conditions of the Minister's Order too short, sufficient or too long? Explain.

Timeline	Too short	Sufficient	Too long	Explain
Payment application by subcontractor to general contractor: 25th day of the month (s. 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment application by general contractor to public body: 1st day of the month (s. 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
End of public body's presumption period: 20th day of the month (s. 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment by public body to general contractor: last day of the month (s. 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment by general contractor to subcontractor: 5th day of the month (s. 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment by one subcontractor to another subcontractor: 10th day of the month, 15th day of the month and so on to the end of the subcontracting chain (s. 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Choosing an adjudicator from among those proposed by the applicant or requesting the IMAQ to appoint one: 5 days (s. 25)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Providing the adjudicator with documents and information in support of the claims: 10 days (s. 28)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Duration of adjudication (including adjudicator's decision): 30 days (s. 28)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Duration of extension at the discretion of adjudicator: maximum 15 days (s. 28)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If the decision sets an amount to pay, payment to other party: 10 days (s. 37)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

3. Are there any irritants or omissions in the adjudication procedure? If so, what are they?

4. What benefits did you derive from the adjudication procedure?
5. What changes would you like to see made to the adjudication procedure?
6. Are you satisfied with the role played by the adjudicator? Explain.
7. From the time the dispute was evident (event), how long did it take for the applicant to serve the notice of adjudication on the other party to the contract?
  - Fewer than 20 days after the event
  - Between 20 and 30 days after the event
  - Between 41 and 40 days after the event
  - More than 41 days after the event.

Specify the exact number of days: \_\_\_\_\_

8. Other comments:

**SCHEDULE 3  
(Section 48)**

**ACCOUNTABILITY REPORTING  
AT THE END OF EACH PUBLIC CONTACT AND SUBCONTRACT  
COVERED BY THE PILOT PROJECT**

Send the duly completed form to the secretariat of the Conseil du trésor at:

[projet\\_pilote\\_paiements@sct.gouv.qc.ca](mailto:projet_pilote_paiements@sct.gouv.qc.ca)

Additional information or documents may in certain circumstances be requested by the secretariat of the Conseil du trésor.

For questions relating to the reporting form, please write to

[projet\\_pilote\\_paiements@sct.gouv.qc.ca](mailto:projet_pilote_paiements@sct.gouv.qc.ca)

Subject of contract: \_\_\_\_\_  
Parties involved: \_\_\_\_\_

1. Are the timelines set out in the terms and conditions of the Minister's Order too short, sufficient or too long? Explain.

Timeline	Too short	Sufficient	Too long	Explain
Payment application by subcontractor to general contractor: 25th day of the month (s. 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment application by general contractor to public body: 1st day of the month (s. 10)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
End of public body's presumption period: 20th day of the month (s. 11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment by public body to general contractor: last day of the month (s. 14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment by general contractor to subcontractor: 5th day of the month (s. 15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment by one subcontractor to another subcontractor: 10th day of the month, 15th day of the month and so on to the end of the subcontracting chain (s. 16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

2. Are there any irritants or omissions in the terms and conditions in the Minister's Order? If so, what are they?
3. What changes would you like to see made to the terms and conditions?
4. Did you use the services of an adjudicator? If not, explain why: absence of dispute, disputes settled amicably, other, etc.
5. Other comments:

103598

**M.O., 2018****Order number 2018-14 of the Minister of Transport, Sustainable Mobility and Transport Electrification and the Minister of Public Security dated 4 July 2018**

Highway Safety Code  
(chapter C-24.2)

Regulation to amend the Regulation respecting the conditions and procedures for the use of photo radar devices and red light camera systems

THE MINISTER OF TRANSPORT, SUSTAINABLE  
MOBILITY AND TRANSPORT ELECTRIFICATION,

THE MINISTER OF PUBLIC SECURITY,

CONSIDERING that, under the first and second paragraphs of section 634.4 of the Highway Safety Code (chapter C-24.2), enacted by section 170 of the Act to amend the Highway Safety Code and other provisions (2018, chapter 7), the Minister of Transport, Sustainable Mobility and Transport Electrification and the Minister of Public Security determine, by regulation, conditions and procedures for the use of photo radar devices and red light camera systems, the information that must be contained in a register kept by the Sûreté du Québec or by any other person that they designate by regulation to be responsible for keeping one and the persons authorized to make entries in the register;

CONSIDERING the Regulation respecting the conditions and procedures for the use of photo radar devices and red light camera systems (chapter C-24.2, r. 9);

CONSIDERING, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that a draft Regulation to amend the Regulation respecting the conditions and procedures for the use of photo radar devices and red light camera systems was published in the *Gazette officielle du Québec* of 14 February 2018 with a notice that it could be made by the Minister of Transport, Sustainable Mobility and Transport Electrification and the Minister of Public Security on the expiry of 45 days following that publication;

CONSIDERING that it is expedient to make the Regulation with the amendment to the reference to the legislative authority;

ORDER AS FOLLOWS:

The Regulation to amend the Regulation respecting the conditions and procedures for the use of photo radar devices and red light camera systems, attached to this Order, is hereby made.

ANDRÉ FORTIN,  
*Minister of Transport,  
Sustainable Mobility and  
Transport Electrification*

MARTIN COITEUX,  
*Minister of Public Security*