



Contract Modernization

Force Majeure

Alberta Infrastructure has listened to its industry partners. Our new, modernized Consulting Services contracts have added clarity and are better aligned with industry standard.

Disclaimer: This document is for information and context only. It is not legal advice and must not be used as a substitute for reviewing the applicable contract, legislation, or seeking professional legal counsel. Where interpretation is required, the executed contract and governing law prevail.

What we heard

Infrastructure partners identified a need for greater clarity around how extraordinary events beyond either party's control would be addressed under the Agreement. Consultants wanted a more predictable approach to schedule impacts, performance obligations, and contract administration when unforeseen circumstances prevented work from proceeding as planned.

What changed

The updated agreement establishes a clear contractual framework for managing extraordinary events that are beyond the reasonable control of either party.

Key updates include:

- Defining Force Majeure Events to include events such as war, terrorism, certain extreme weather events, disasters, epidemics, pandemics, quarantine restrictions, and general strikes that make performance impossible.
- Clarifying that a party affected by a Force Majeure Event is relieved from responsibility for obligations that cannot be performed because of the event, for so long as the event prevents performance.
- Establishing a clear mechanism for adjusting Project Milestones when a Force Majeure Event prevents a consultant from proceeding with services for an extended period.
- Clarifying that Force Majeure does not automatically entitle the consultant to additional compensation or increases in fees.
- Confirming that a Force Majeure Event does not need to occur directly at the project site in order to qualify under the Agreement.
- Providing a structured contractual framework that can be relied upon when significant external events affect project delivery.

Why we made the change

Recent years have highlighted the importance of having clear contractual provisions that address events beyond the reasonable control of either party. Without a defined framework, unexpected disruptions can create uncertainty regarding obligations, timelines, and project administration.

The updated Force Majeure provisions provide greater predictability by clearly defining qualifying events and establishing how impacts will be managed when performance becomes impossible. The intent is to allocate risk fairly, support consistent contract administration, and help projects recover from unforeseen disruptions while maintaining clarity around each party's responsibilities. By establishing a transparent process in advance, the Agreement supports more effective planning, communication, and decision-making when exceptional circumstances arise.