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Date: 01/21/2026  
To:  
From: Pete Fowler Construction Services, Inc.  
Project: Terminating a Construction Project Before Completion: Do's, Don'ts, Claims & Litigation Presentation 1/29/2026 (PFCS 25-1176)  
Regarding: Audience Handout Package

## Meet the Panel

Sean Dowsing

### **PARTNER - KAHANA FELD**

Mr. Dowsing is a certified Design-Build Institute of America professional. He advises owners, contractors, subcontractors, and architects/engineers in transactional matters and litigation. His litigation practice includes defects, breach of contract, changed conditions, delays, subrogation, and professional liability. He also represents employers in Cal/OSHA investigations and proceedings. He takes pride in providing his clients with a mix of business and legal solutions – the combination of which he believes yields the best results.

Mr. Dowsing regularly publishes articles for *Orange County Lawyer*, *Construction Claims Magazine*, and *Under Construction*. He also frequently presents at engineering and construction conferences. His recent articles and presentations cover topics like risk shifting in design-build contracts, limitation of liability clauses for engineers, late bids in federal contracting, and surety liability for false claims. He also handles general liability and ADA-compliance matters throughout California.

Mr. Dowsing served as a Judge Advocate in the California Army National Guard, where he was the chief of contract and fiscal law for the 40th Infantry Division. He received his Juris Doctor from Pepperdine Law School and his Bachelor of Arts in Quantitative Economics from the University of California, Irvine.



## Tom Fama

### **PARTNER - WOOD, SMITH, HENNING & BERMAN LLP**

Tom Fama's practice focuses on all aspects of real estate including title insurance claims, boundary disputes, easements, mechanic's liens and broker professional liability. Tom regularly counsels clients navigating difficult agency disputes between brokers and sales associates as well as advising brokers on proper disclosures of a sales transaction during escrow. He devotes a significant amount of his practice to counseling real estate brokers in Northern California on emerging areas of exposure in real estate law and guides brokers through the preparation and formation of agency relationships.

Tom also brings his honed litigation skills to complex construction claims counseling and defending the nation's largest home builders against all facets of construction defect and construction accident litigation. He advises home builders on creative alternative strategies and proposals to litigation that have helped clients avoid multi-million dollar lawsuits. He has been recognized by judges and mediators as a creative lawyer that brings practical effective solutions to complex construction situations.

## Robby Ward

### **EXPERT - PETE FOWLER CONSTRUCTION**

Robby Ward is a licensed professional civil engineer with extensive experience working with large commercial general contractors that specialize in self-performed concrete work. Robby understands project timelines, costs, and the materials required to complete a job at every stage of construction, from creating shop drawings to coordinating and executing those plans onsite. His deep knowledge of structural drawings and attention to detail during site investigations allow him to identify construction components that deviate from the original plan.

Robby's specialized experience in historic renovations makes him a powerful resource in allocating responsibility for complex claims. He is unfazed by even the most difficult rehabilitation claims that require familiarity with ADA code compliance, thanks to his extensive experience renovating older buildings of all kinds. His broad portfolio of work has made him particularly comfortable with contract claims. Mr. Ward also excels in schedule delay analysis, utilizing his experience organizing project documents, managing budgets, and scheduling construction crews to expertly piece together the facts in construction projects that have failed to meet expectations. His extensive experience is complemented by his ability to curate relationships with the parties involved, facilitating a deeper understanding of the case or claim at hand. Clients can confidently rely on Robby to navigate complex building problems with integrity, delivering solutions tailored to the unique needs of each case or claim.

## **Presentation & Backup Materials**

1. Lesson Plan with links to referenced Backup Materials
2. Power Point Slides



# Terminating a Construction Project Before Completion: Do's, Don'ts, Claims & Litigation Presentation



## OFFICES

### CALIFORNIA

(949) 240-9971

1101 California Ave, #213  
Corona, CA 92881

### NEVADA

(725) 333-2365

2470 St Rose Pkwy, Ste 104  
Las Vegas, NV 89074

### FLORIDA

(407) 517-0650

9100 Conroy Windermere Rd,  
Ste 281  
Windermere, FL 34786

### TEXAS

(469) 677-8710



Pete Fowler  
**CONSTRUCTION**  
Services, Inc.



## INTRODUCTION

Construction is expensive, and the spectrum of professional practice varies wildly. While some professionals uphold the industry's gold standards, others can be disappointing at best and criminally negligent at worst. In some cases, a judgement call must be made to terminate a project prior to completion. Unfortunately, this process is usually expensive and complicated.

It is possible to ease the stress of ending a project by using a standard structure that considers the contract documents, construction industry standards, and the "iron triangle" (scope, budget, and schedule with quality at the core) of project management. This structure does not magically make termination quick and cheap, but it does make the process as efficient and painless as possible. No matter what stage of a construction project-gone-bad you are in, remember you are not trapped. You can always negotiate from a position of strength.

"Terminating a Construction Project Before Completion" is for everyone involved in the business of building or buildings, including property owners & managers, governmental organizations, developers, contractors, insurers, lawyers, and anyone else caught up in the headaches of a project that has gone wrong or has already been terminated.

The course will explain the roles and responsibilities of the different parties who contribute to a construction project, teach our Construction Claim Analysis framework, and review case studies that demonstrate successful project termination from the perspective of both owners and subcontractors.

## PROGRAM OUTLINE

1. Introduction
2. Contracting 101
3. Read the Full Contract
4. Calculating Damages
5. Salvaging a Project
6. Conclusion



## PROGRAM CONTENTS

1. Introduction – 5 Minutes
  - A. Who We Are
  - B. Presenter Information
  - C. Program Outline
  - D. Program Introduction
  - E. Learning Objectives
2. Contracting 101 – 10 Minutes
  - A. Project Delivery Schemes
  - B. DBSKCV Overview
  - C. Project Management
3. Read the Full Contract – 20 Minutes
  - A. Sample Construction Contract
  - B. Termination or Suspension of the Contract
  - C. Termination by the Contractor
  - D. Termination by Owner for Cause
  - E. Suspension by the Owner for Convenience
  - F. Termination by the Owner for Convenience
4. Calculating Damages – 20 Minutes
  - A. Total Paid & Invoiced
  - B. Case Study
  - C. Professional Fees
  - D. Cost to Complete
  - E. Delays: Liquidated or Actual Damages
  - F. Negotiations
5. Conclusion – 5 Minutes
  - A. Continuing Education
  - B. Backup Materials
  - C. Feedback

## LEARNING OBJECTIVES

- Review the basic roles & responsibilities in construction.
- Learn a framework for analyzing a construction claim.
- Discuss how damages are calculated after a contract is terminated.
- Strategize how one might salvage a construction project rather than terminate.
- Review case studies and real-world examples of projects that were terminated before completion.

## BACKUP MATERIALS

1. [AIA Document A101-2017](#)
2. [AIA Document A201-2017](#)
3. [Trials: Tribulations, Triumphs, or Both?](#) by Pete Fowler



WEBINAR

Thursday, January 29<sup>th</sup>, 2026 @ 10:00AM PT

Pete Fowler  
CONSTRUCTION  
Consultants

# Terminating a Construction Project Before Completion: Do's, Don'ts, Claims & Litigation Presentation

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With Robby Ward, Sean Dowsing, and Tom Fama

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ABOUT US

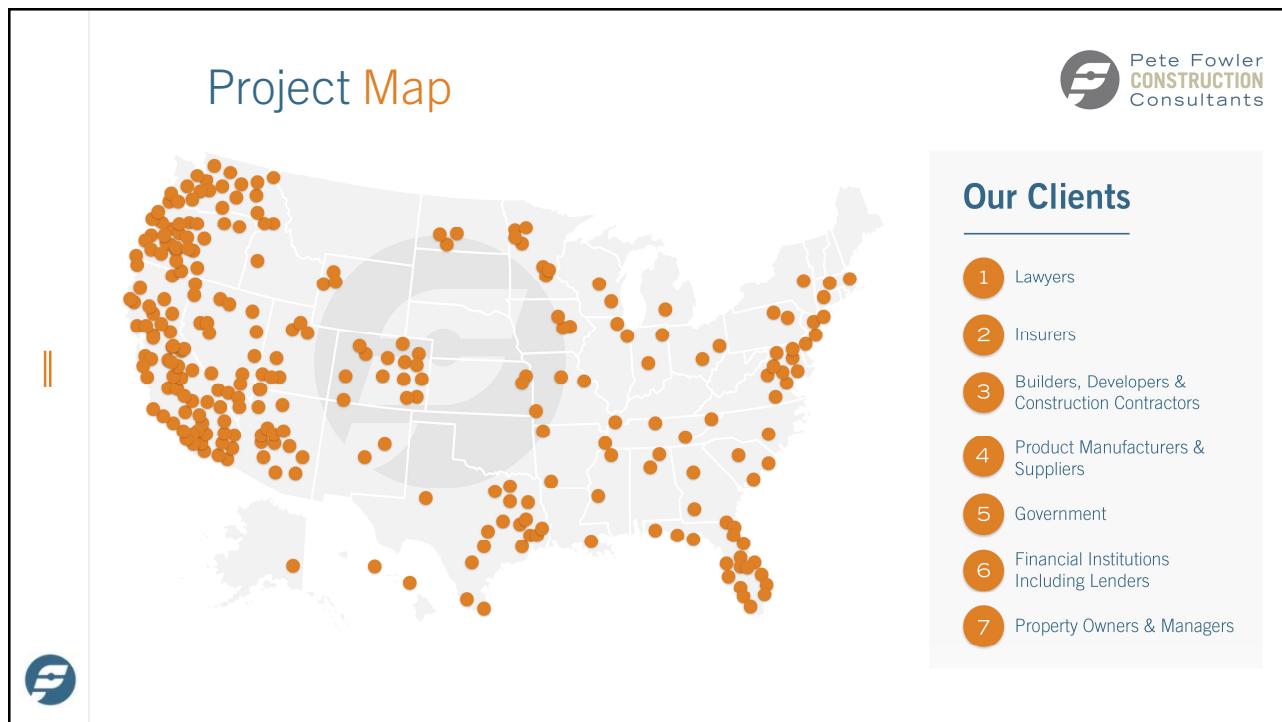
# Building Experts.

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Helping Smart People Make Smart Decisions



-  Construction Defects
-  Property Claims
-  Personal Injury Claims
-  Contract Claims
-  Estimating, Quality & Construction Management
-  Fire Claims



## Meet our Presenters



**Robby Ward**

Expert  
Pete Fowler Construction Consultants



**Sean Dowsing**

Partner  
Kahana Feld



**Tom Fama**

Partner  
Wood Smith Henning and Berman

## Program Outline

### TERMINATING A PROJECT BEFORE COMPLETION

-  [Introduction](#)
-  [Contracting 101](#)
-  [Read the Full Contract](#)
-  [Calculating Damages](#)
-  [Conclusion](#)

# Introduction



## Learning Objectives



Review the basic roles & responsibilities in construction.



Learn a framework for analyzing a construction claim.



Discuss how damages are calculated after a contract is terminated.

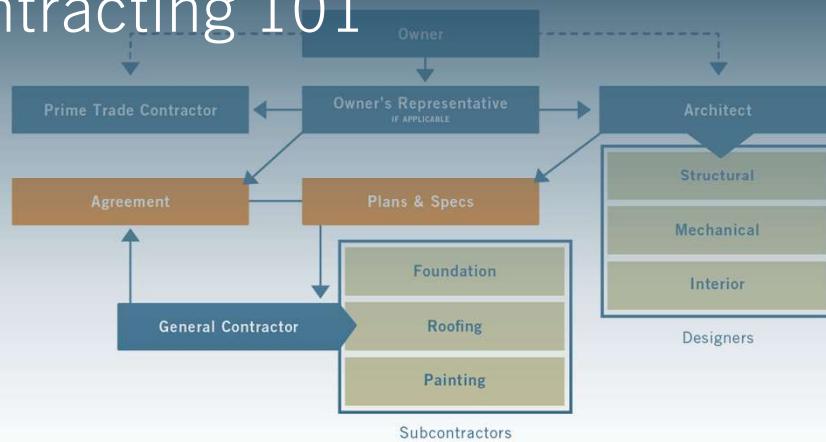


Strategize how one might salvage a construction project rather than terminate.



Review case studies and real world examples of projects that were terminated before completion.

## Section 2: Contracting 101



## Project Delivery Schemes

- Design-Bid-Build
- Construction Management
- Design-Build
- Owner-Builder
- Integrative Project Delivery (IPD)
- SO many more...



## DBSKCV Overview



# Project Management

Scope	Budget	Actual	Schedule
1. Item 1	\$XXX	\$XXX	Plan / Actual
2. Item 2	\$XXX	\$XXX	Plan / Actual
3. Item 3	\$XXX	\$XXX	Plan / Actual
4. Item 4	\$XXX	\$XXX	Plan / Actual
5. Item 5	\$XXX	\$XXX	Plan / Actual
6. Total	\$X,XXX	\$X,XXX	

**Budget**      **Schedule**      *Everybody has a plan until they get punched in the mouth.* — Mike Tyson

## Project Management

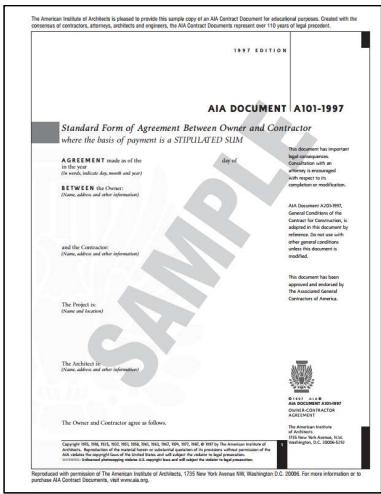
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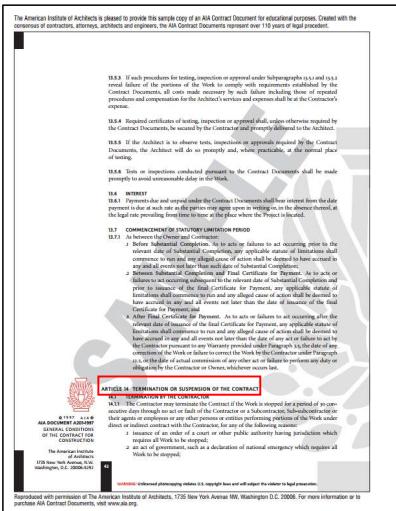
## Section 3: Read the Full Contract

# Sample Construction Contract



- What should the contract say?
- What is required the contract say in California?
- Whose favor is the contract written in?

## Termination or Suspension of the Contract



## 14.1 Termination by the Contractor

## 14.2 Termination by the Owner for Cause

 14.3 Suspension by the Owner for Convenience

 14.4 Termination by the Owner for Convenience

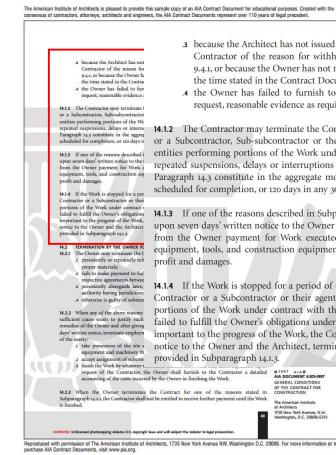
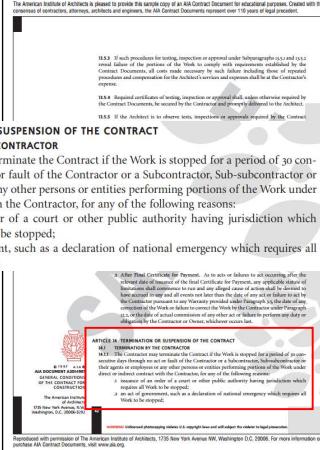
# Termination or Suspension of the Contract by the Contractor

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

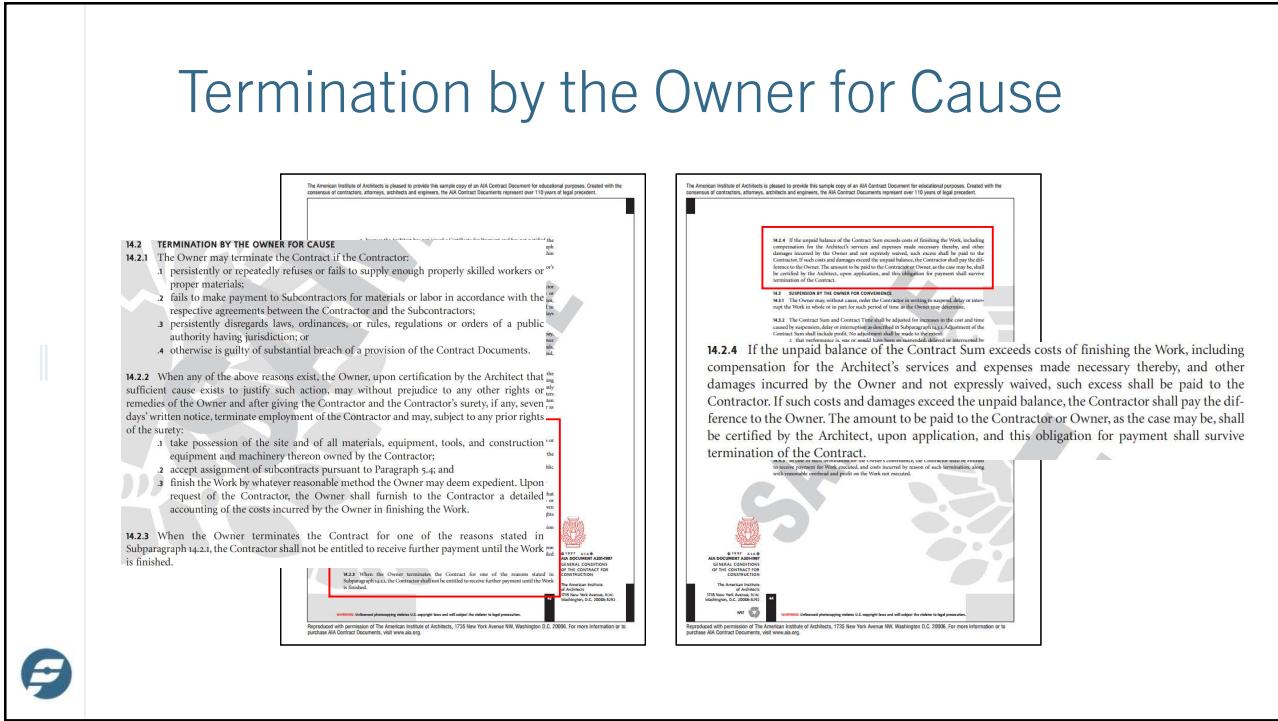
### 14.1 TERMINATION BY THE CONTRACTOR

14.1.1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

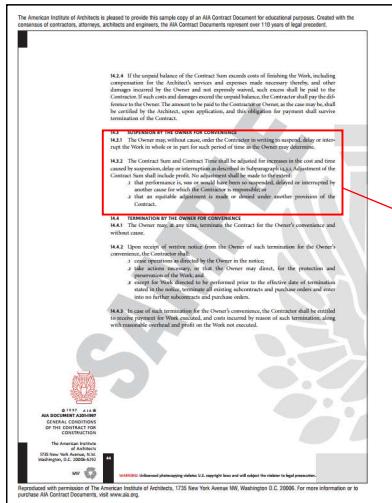
1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
2. an act of government, such as a declaration of national emergency which requires all Work to be stopped;



## Termination by the Owner for Cause



## Suspension by the Owner for Convenience



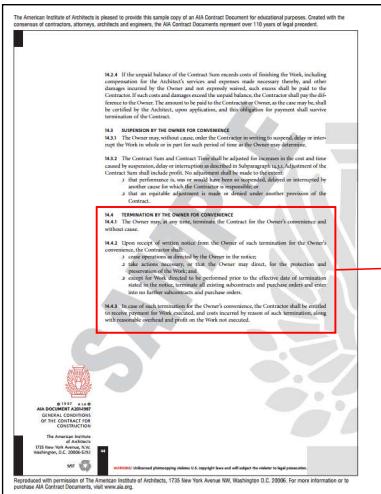
### 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 2. that an equitable adjustment is made or denied under another provision of the Contract.

## Termination by the Owner for Convenience



### 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- 1 cease operations as directed by the Owner in the notice;
- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

A background image showing a close-up of a calculator keyboard and a traditional wooden abacus. The calculator keys are visible, including numbers 1 through 9, 0, and 000, along with operators +, -, ×, ÷, and . (decimal point). The abacus has several rows of beads. A red arrow points from the text 'Calculating Damages' towards the abacus.

## Section 4: Calculating Damages

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Total Paid  
& Invoiced

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**Case Study:**

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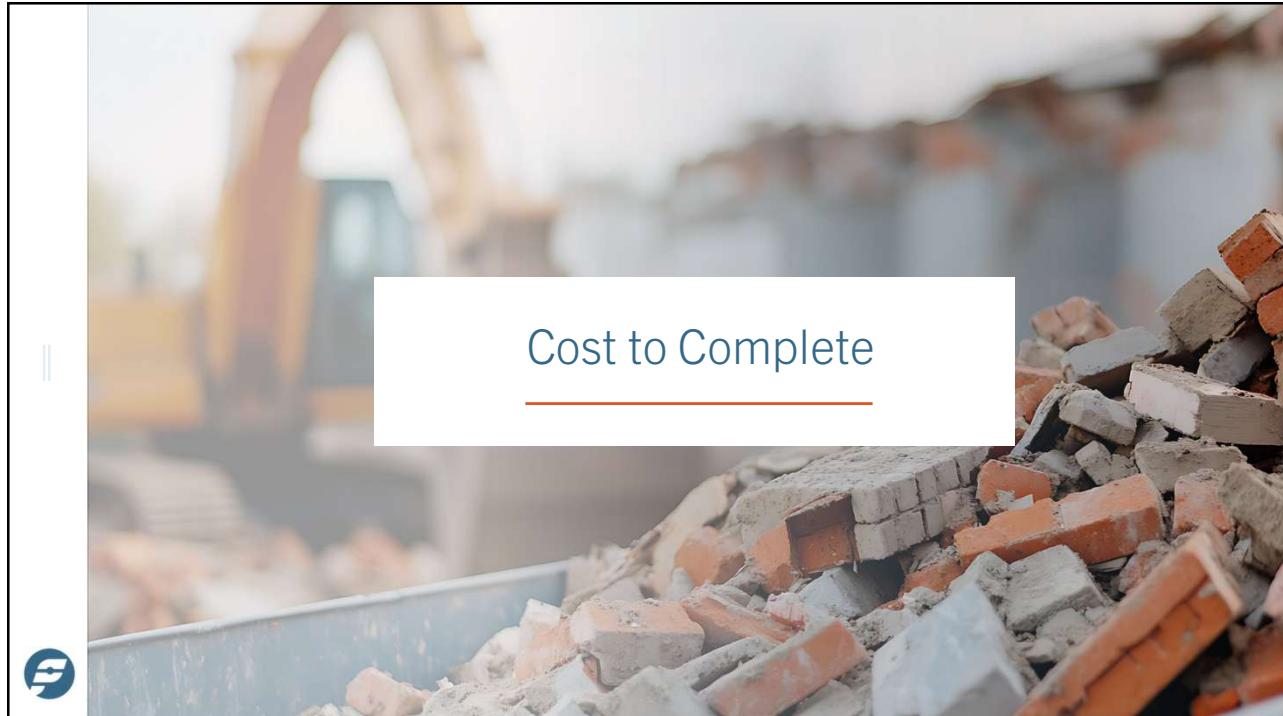
**Construction Contract Claim**  
**Turned Defect Confusion**



## Professional Fees

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## Delays

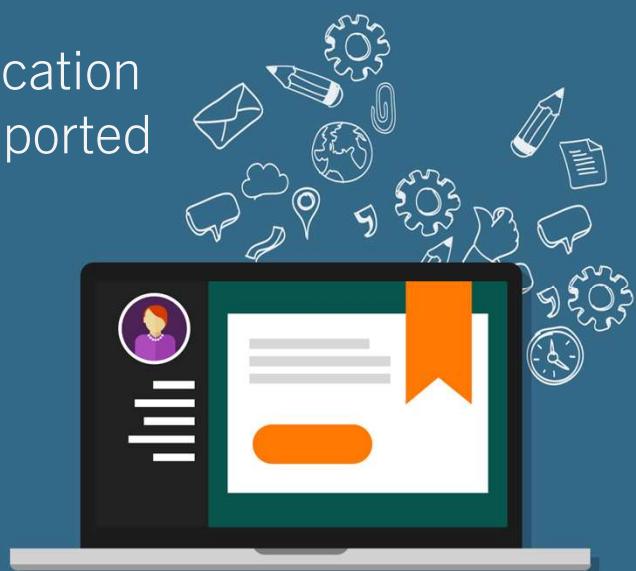
- ⌚ Liquidated Damages
- ⌚ Actual Damages







Continuing Education  
Credit will be reported  
within 30 days.





Thursday, February 26<sup>th</sup>, 2026 @ 10:00AM PT

# Onsite Investigation of Construction Defect Claims

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With David Luxa, Cameron Kalunian, and Shannon Guerrero-Huff

