



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.

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

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 29th, 2026 @ 10:00AM PT

 Pete Fowler
CONSTRUCTION
Consultants

Terminating a Construction Project Before Completion:

Do's, Don'ts, Claims & Litigation Presentation

With Robby Ward, Sean Dowsing, and Tom Fama





ABOUT US

Building Experts.

Helping Smart People
Make Smart Decisions



Construction Defects



Property Claims



Personal Injury Claims



Contract Claims

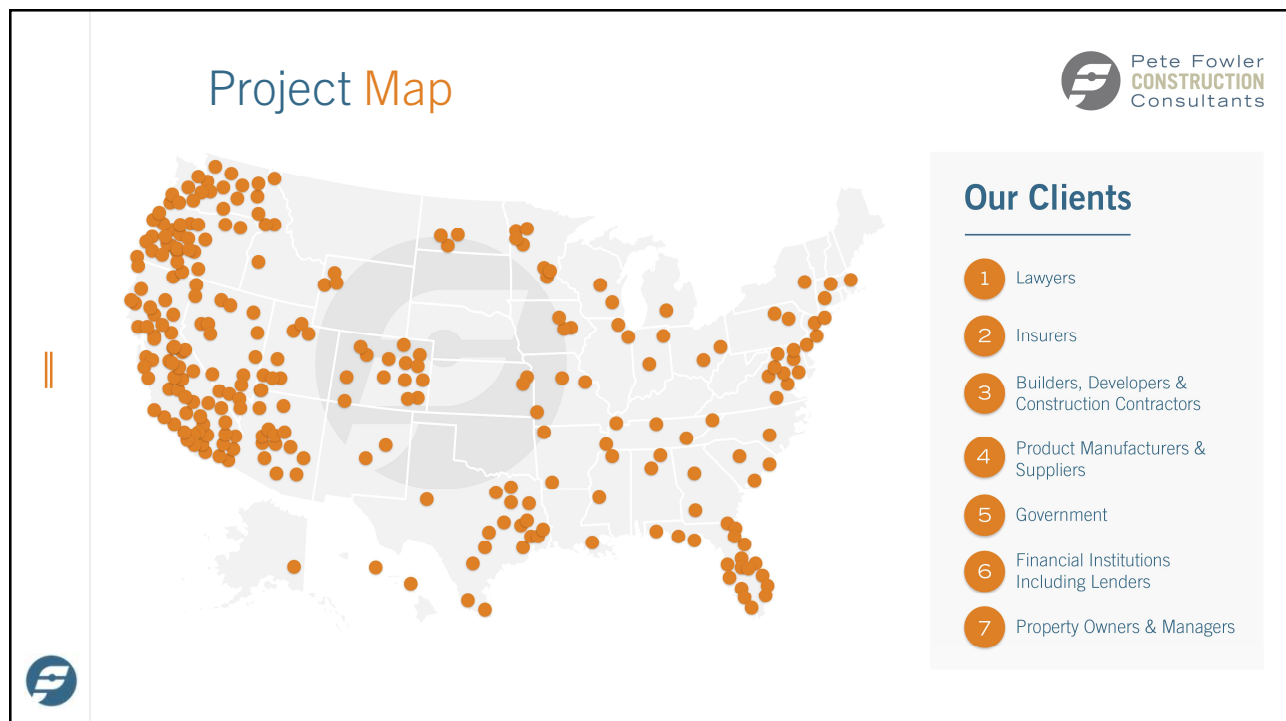



Estimating, Quality & Construction Management




Fire Claims








Meet our Presenters




Robby Ward

Expert
Pete Fowler Construction Consultants




Sean Dowsing

Partner
Kahana Feld



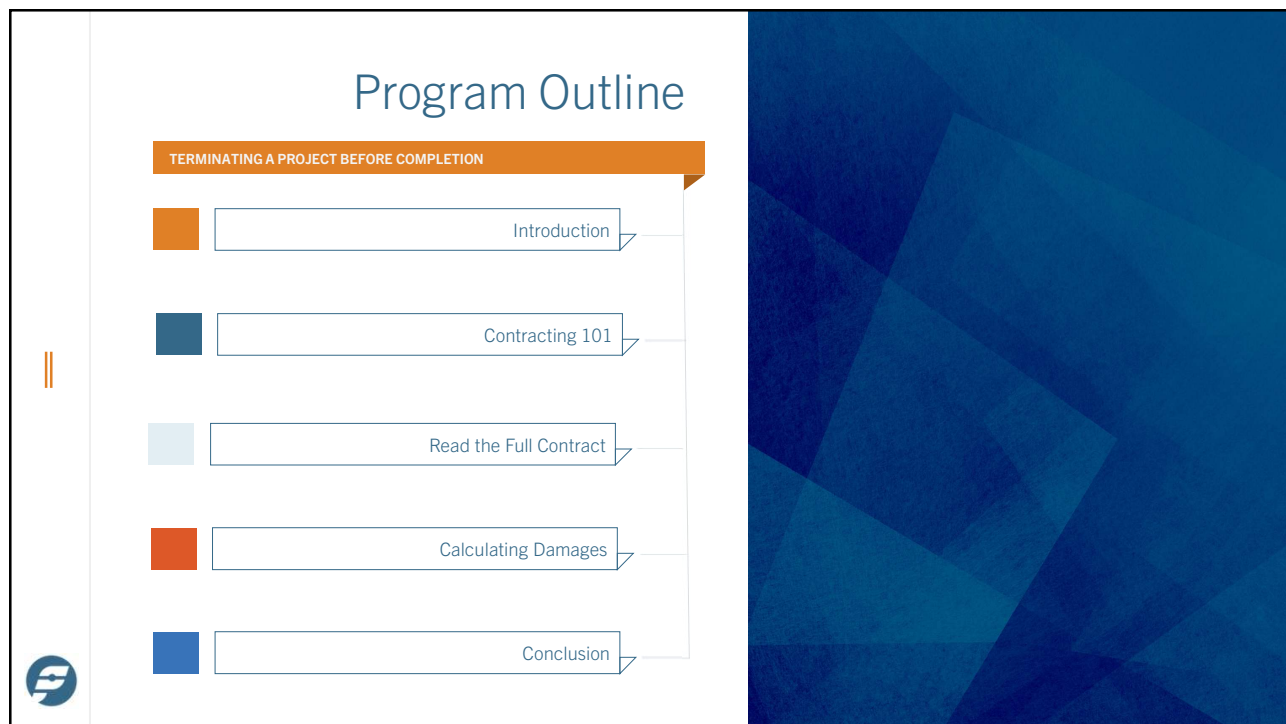
Tom Fama

Partner
Wood Smith Henning and Berman



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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.

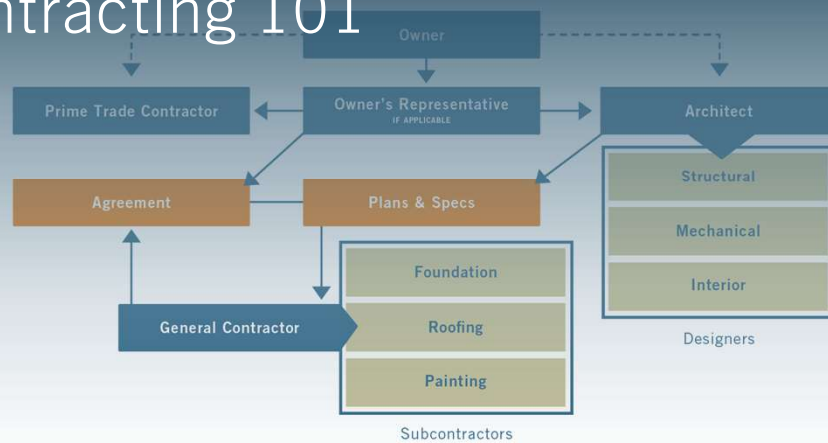


Strategize how one might salvage a construction project rather than terminate.



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

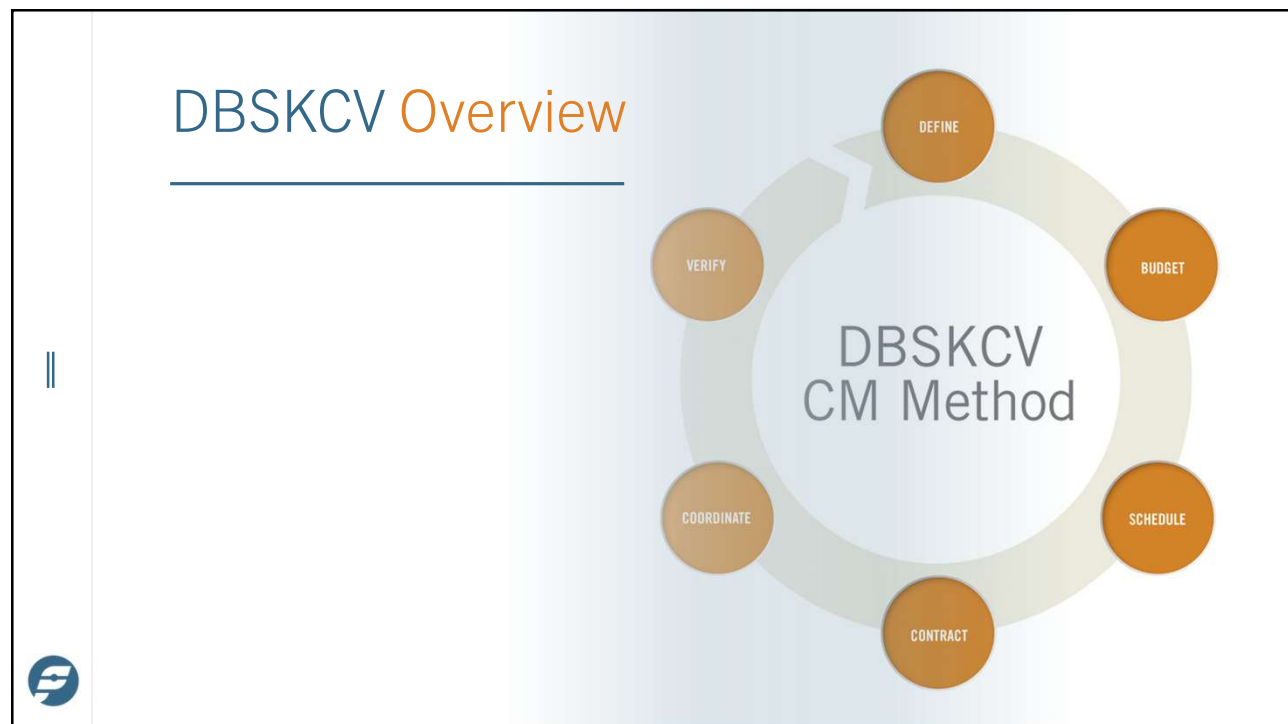
Section 2: Contracting 101



Project Delivery Schemes

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





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

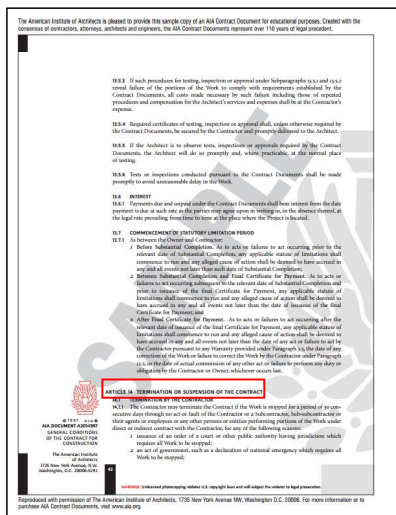
Everybody has a plan until they get punched in the mouth."

— Mike Tyson





Termination or Suspension of the Contract



Termination by the Owner for Cause

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery then on owned by the Contractor;
2. accept assignment of subcontracts pursuant to Paragraph 5.4; and
3. finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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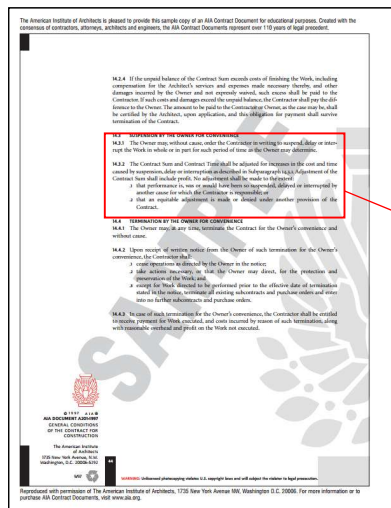
14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

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Suspension by the Owner for Convenience



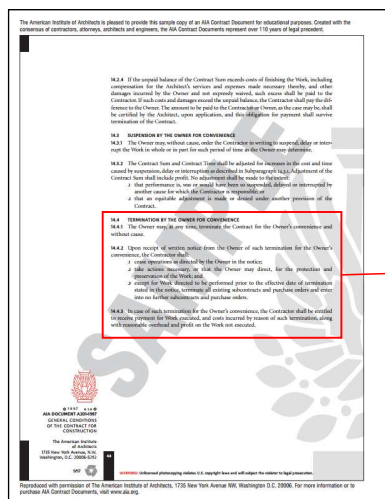
14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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



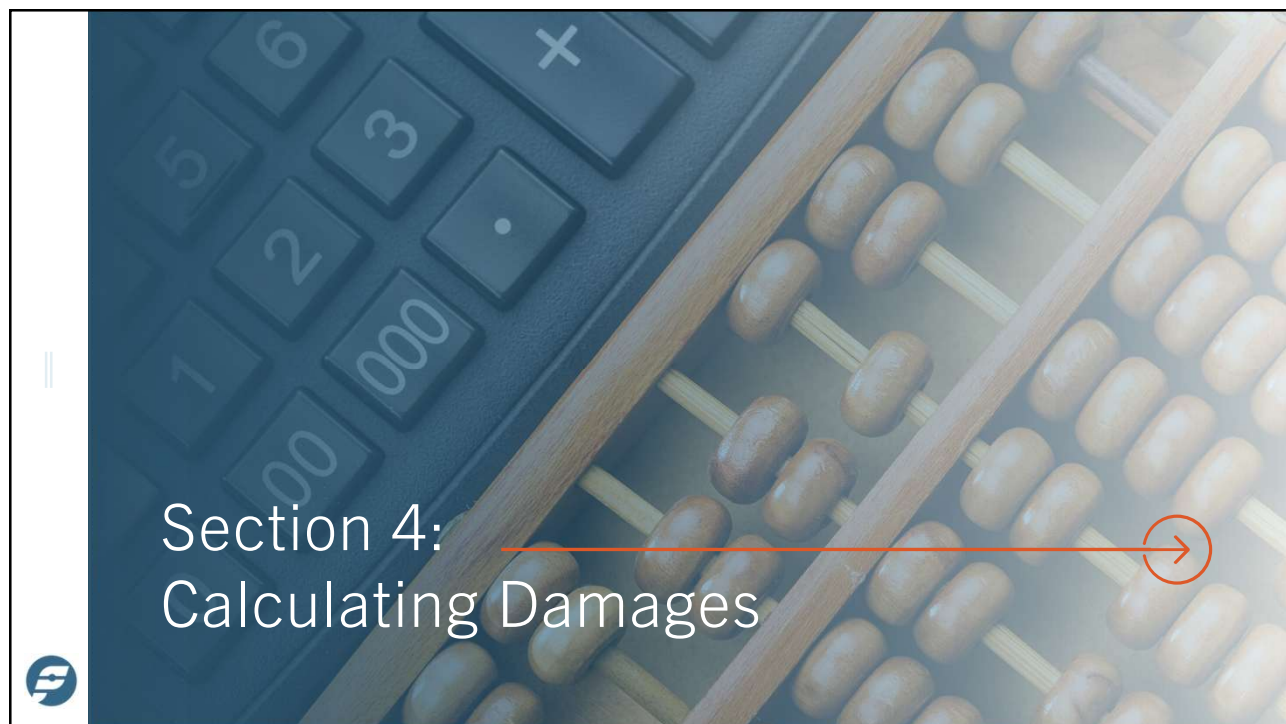
14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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.








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Case Study:

Construction Contract Claim
Turned Defect Confusion







Delays

- Liquidated Damages
- Actual Damages





Negotiations

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Continuing Education
Credit will be reported
within 30 days.



The illustration features a laptop with a dark screen. On the left side of the screen is a circular profile picture of a person with red hair. To the right of the profile picture is a list of five horizontal lines. The main part of the screen displays a white document with a green border on the left and an orange bookmark on the right. The document has several lines of placeholder text and a large orange button at the bottom. Surrounding the laptop are various white line-art icons: gears, pencils, a paperclip, an envelope, a globe, a location pin, a speech bubble, a hand cursor, a clock, and a document with a checkmark.

Thursday, February 26th, 2026 @ 10:00AM PT

Onsite Investigation of Construction Defect Claims

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

