

BUFFALO-WESTERN NEW YORK CHAPTER of the CONSTRUCTION SPECIFICATIONS INSTITUTE

Construction Specifications Institute, Inc.: www.csiresources.org

Northeast Region CSI: www.nercsi.com

Buffalo/WNY Chapter: www.csibwny.com

June 2026

News and Events

Report on CSI's Northeast Region 2026 Annual Conference

By Kevin O'Beirne

The Northeast Region annual conference was held in Buffalo on May 14-16, 2026. Hosted by the Buffalo-Western New York Chapter at the Embassy Inn and Suites on Delaware Avenue in downtown Buffalo, the conference was a remarkable success.

Approximately 82 attendees from each state in CSI's Northeast Region attended, together with participants from Pennsylvania. The conference included approximately 25 exhibitors and/or sponsors. Fortunately, weather in Buffalo was very good during the conference, with sunny skies and temperatures around 60 to 65 degrees.

Many of the conference activities were focused around the Avant Ballroom, on the facility's first floor. The Avant Ballroom included exhibitor booths, the keynote presentation and lunch, the scholarship fundraising auction, the President's Banquet, and most of the Saturday sessions. On Friday afternoon, some educational sessions were held in a presentation room on the second floor, adjacent to a conference room that hosted the hospitality suite on Thursday and Friday evenings.

Other items in this issue of this periodical, including the President's Message and the Editorial, dis-

cuss the conference planning effort, which occupied eight months prior to the actual conference.

Conference activities kicked off on Thursday, May 14, with the setup of the check-in table outside the Avant Ballroom. Check-in officially opened at 4:00 pm, followed by the welcome reception at 5:00 pm. On Thursday evening, conference participants were on their own for dinner, with several attendees electing to partake of Buffalo's chicken wing cuisine, while the conference planning committee dined in the Italian restaurant in the Embassy Inn and Suites. The hospitality suite was open from 9:00 pm until... well, this writer finally departed somewhere around 10:30 pm, while many others were still enjoying good

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CSI Buffalo-Western New York Chapter: www.csiwbny.com

CSI Northeast Region: www.nercsi.com

CSI-National: www.csiresources.org

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The Scope

Newsletter of CSI's Buffalo-Western New York Chapter

The Scope is published approximately seven times per year, typically in September, October, December, January, February, April, and June, on or around the first day of the month. Submittals of articles and information of general interest to CSI's members and the design and construction community of Western New York, is always welcome. Submittals for this newsletter are due by the 15th of the previous month (approximately two weeks before publication). Please submit articles, information, and requests to the Editor:

Kevin O'Beirne

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Each issue of *The Scope* reaches approximately 650 people in the Buffalo-Western New York design and construction community, across a variety of disciplinary areas. An ad costs \$100 per year. Contact the Editor for additional information.

President's Message

The Sum of the Whole

By Dave Rood

I am writing this just a couple days after the end of CSI's Northeast Region conference which, as readers of this periodical recall, was successfully hosted by our Buffalo-Western New York Chapter. I want to thank our Chapter Board and the Conference Planning Committee who contributed so much time and effort to plan the conference and bring it off so successfully. One of the biggest hurdles the chapter faced relative to the conference was saying, "Yes, we'll do it!" Once the decision was made for our chapter to host the conference for the first time in over 20 years, then it was time to organize the planning committee, roll up our sleeves, and get to work. After all, if scores of people would be coming to Buffalo from across the Northeast Region, we very much wanted to provide them with a great conference and positive impression of Buffalo and our chapter.

Our chapter is fortunate to have experience working together to annually host our Ski Day Event (which is a relatively complex event with many different moving parts), as well as meetings with presentations and social gatherings. Our chapter's experience in planning and running several different types of events has, of necessity, developed our collective communication skills, organizing capability, and commitment to our members and guests, all while enjoying great camaraderie while seeing such projects through to completion.

Several people from the conference planning committee deserve some mention: Jim Bourgeois,



Members of the Conference planning committee on
Saturday, May 16, 2026.

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Editorial

Reflecting on the 2026 Northeast Region Conference in Buffalo

By Kevin O'Beirne

The 2026 Northeast Region Conference is now history. Overall, it came off pretty smoothly. A number of conference participants said the event was well run and, "one of the better regional conferences we've had in many years." Whew! We seem to have actually carried it off without damaging the reputations of our chapter or the Buffalo region itself.

Actually, the planning process was generally enjoyable and either created new friendships or reinforced others. To be sure, some elements of planning a conference like this over eight months resulted in a few instances of teeth-grinding, but those were, fortunately, few, brief, and far between. However, it is quite likely that a lot of people who attended and enjoyed the conference did not fully appreciate the fairly substantial extent of volunteer time and effort invested prior to the initial set up of the check-in table at the Embassy Suites on May 14.

The planning committee was formed and met for the first time in September 2025. Jim Bourgeois readily accepted the position of conference chair. Every event needs a person in charge. After all, if things go wrong, ya gotta have somebody to blame, right? Jim volunteered so fast that it was not readily obvious that he understood this basic facet of event organizing committees. Despite all that, for eight months, especially during the conference itself, Jim worked energetically and hard and deserves much of the credit for the conference's successful implementation.

Among many other things, Jim took the lead in finding a venue for the conference. He evaluated alternative locations, ultimately selected one, negotiated the contract, made arrangements for ballroom and space allocations, as well as blocks of hotel rooms, and selected menu items. Arrangements for audio-visual equipment were necessary.

Planning committee members helped in a variety of ways. This involved drafting text for the conference website, including three web pages that hopefully made Buffalo sound like a great place to visit. Then, somebody suggested that illustrations would make the conference website look more appealing, so such things needed to be created or

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President's Message

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thank you for taking the reins as the conference committee chair, as well as for your energetic efforts in planning and executing the conference. Kevin O'Beirne, your programming, conference scheduling, and assistance in developing the conference website were very well done. Bob Ruml, the off-site tours were fabulous! Marty Helly, God bless you for all your help; we very much appreciate your months of learned, experienced advice, your help, and friendship. Frank Mruk, thank you for picking up the ball and helping us to continue the planning process after Marty's passing; the Buffalo chapter will always be a place where you will be welcome as a true friend when you are back in your hometown. Terri Bracken, your work and efforts helping us through the process of tying together the conference, especially in the final weeks, helped calm our waters and got us to the finish line. Brad Vailancourt, Bob Kimmel, and Deb Seiner worked in executing the conference itself, including taking a hand at whatever oar needed pulling.

To quote the Buffalo Bills' former free safety, Mark Kelso, who spoke at the conference during the Friday evening banquet, "Bruce, if I was not covering these receivers so well you would not be able to get as many sacks. You're welcome!" In other words, the shine is brightest when we work together and, without each other, we would not be able to do things so well or accomplish as much as we do.

Thank you to the conference's sponsors, panelists and presenters of the educational sessions and Saturday morning's non-technical sessions, and all the support of our Northeast Region Chapters and their members who traveled considerable distances, at fairly substantial cost, to visit Buffalo and participate at the conference. It took a lot of people to plan and run a successful conference, whose efforts would have been for naught without scores of attendees coming from long distances to share a few days with us here in Western New York.

[End]

Editorial

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found. The conference schedule needed to be developed. While examples of schedules from prior conferences were available, each had its own unique aspects. Ultimately, the schedule developed for our conference proved to be workable and was generally accurate for all three days.

Offsite tours that would be of interest to out-of-town attendees needed to be identified, arrangements made, fees paid, and tour buses contracted. The tours included the Darwin-Martin House and the Richardson-Olmstead Campus. While each was a great location, they were the so-called "Plan B", after months of chasing fruitlessly after a potential tour of the new Buffalo Bills' stadium. In fact, the latter was the source of much of the aforementioned teeth-grinding.

Educational sessions were scheduled, speakers identified, chased, and recruited. Several months were needed to fully coordinate with the presenters and panelists, including obtaining abstracts/presentation descriptions, and getting each session accredited for AIA continuing education. On Saturday morning, a 75-minute session featuring three non-technical presentations also needed presenter recruitment.

Any conference like this one includes an exhibit hall where product manufacturers set up booths and interact with attendees. Exhibit halls and event sponsors are an extremely important source of funding, so that fees charged conference attendees could be relatively low. Identifying candidate exhibitors and sponsors was a team effort, as was the task of contacting something like 140 different potential sponsors to engage the 25 or so who eventually exhibited and/or sponsored. Chasing after sponsors should not be an entirely thankless task so, to all those who did the chasing, THANK YOU.

All kinds of small tasks needed to be done, from organizing giveaway "SWAG" bags that each attendee received at check-in, to obtaining the best prices reasonably possible for the complimentary beverages available each evening in the hospitality suite, and many others.

Most of the planning committee had relatively little experience organizing a conference. Everyone had attended someone else's conference at some point in the past, but it is a very different thing to

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plan and run it from the inside than it is to just attend it from the outside. The planning committee would probably have been golf balls lost in the high weeds without the advice and guidance provided by Marty Helly of CSI's Worcester MA Chapter. Marty had been intimately involved in organizing at least the past 10 or more Northeast Region Conferences. His guidance and patient advice for the Buffalo conference were of immeasurable help. Therefore, it was almost as if someone had tossed a monkey wrench into a relatively smoothly running machine when Marty suddenly passed away in February, only a few months before the conference. While many people in the Northeast Region understandably greatly mourned the loss of a good friend and a major volunteer on the Region's behalf, it also left the conference planning committee trying to figure out how to get through the critical, final months before the conference without an experienced, guiding hand.

Somehow, it all got done. Northeast Region President, Frank Mruk, a Buffalo-area native now living in Rhode Island, readily stepped forward and served as the Region's principal contact with the planning committee for the final three months. Undoubtedly, Frank did this in his "spare time".

It is not the purpose of this editorial to make the process of planning and executing the conference sound like it was so monumental that nobody in their right mind would ever want to attempt it again. It was a good working group who generally made the effort seem lighter than it probably was. That being the case, a lot of work went into what ultimately proved to be a very successful conference. One, in fact, of which the Buffalo-Western New York Chapter can, and should be, proud.

[End]

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company and libations.

On Friday morning, attendees boarded one of two tour buses for an offsite tour at local architectural points of interest. One tour group visited the Darwin-Martin House, designed by Frank Lloyd

Wright, which has been particularly well-restored. The facilities experienced docents conducted attendees on a 75-minute tour, followed by time to peruse exhibits in the facility's museum.

The second tour bus took attendees to the Richardson-Olmstead Campus, formerly the Buffalo Psychiatric Hospital. The facility includes multiple buildings on 42 acres of landscaped grounds in North Buffalo. The facility's buildings were designed in the 1870s by Henry Hobson Richardson, with the grounds designed by Frederick Law Olmstead. Portions of the buildings have been restored and repurposed, while other areas await funding and implementation of active preservation efforts. Attendees returning to the conference from both tours at approximately 11:00 am reported being impressed with both properties and the quality of the tours.

After an hour allocated for the exhibit hall, at noon, the conference's keynote presentation commenced, "Working with What Exists: Practical Strategies for Adaptive Reuse and Historic Rehabilitation", by Paul Lang, AIA, of Carmina Wood Design. This session presented lessons learned in historic preservation and repurposing projects in the Buffalo area, as part of the Buffalo



Paul Lang giving keynote presentation

Renaissance of the past 15 years.

Following the keynote presentation, educational sessions were held in two, concurrent, separate tracks. The Avant Ballroom featured a well-done, structured panel discussion, "Product Evaluation, Selection, and Procurement: Alternative Viewpoints of Priorities", with Steve Van Dyke, RA, of Nault Architects, serving as moderator. The panel featured four members, each representing a different constituency in project delivery: Owner – Kimberly Navarroli, AIA, CDT, Director of De-

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sign and Construction at the State University of New York at Buffalo; Architect – Cam Featherstonhaugh, AIA, FCSI, of TruexCullins; Product



Panelists during the product evaluation and selection panel discussion.

Representative – Paul Fogarty, CSI, CCPR, CDT, of WestWood USA / ALT Global; and Contractor – Ken Lambert, CSI, CSL, of Cocoon, Inc. Moderator Steve Van Dyke did a great job hosting the discussion and helped make things both entertaining and informative.

The next session in Track 1 was, “We Didn’t Turn it Around on a Dime – Historic Rehabilitation Tax Credits”, by Kerry Traynor, of KTA Preservation Specialists. This session focused on addressing the complexities of historic preservation and repurposing, while working within the framework established not only by local laws and regulations, but also requirements of funding and financing entities. In addition to this session, Kerry Traynor was also the lead tour guide for the offsite tour of the Richardson-Olmstead Campus, thus performing double-duty on behalf of the conference.

Upstairs, Track 2 educational sessions included, “Artificial Intelligence and Machine Learning – Ethical and Professional Considerations for Engineers and Architects”, by Larry Zamojski, PE, of Hatch Associates. This session presented a basic overview of artificial intelligence technology, principally focusing on appropriate AI use by design professionals, set against requirements for ethical practice by architects and engineers. The session also addressed other concerns for design firms and others relative to AI use in preparing designs and

delivering capital projects. The final session in Track 2 was, “Mechanics of Preparing Construction Specifications: Practices for Clarity and Risk Management”, by Kevin O’Beirne, PE, FCSI, CCS, CCA, of HDR. As this presenter somewhat dryly observed at the start of the presentation, “this session has a pretty boring title. I wanted to call it ‘Greatest Hits of Stuff I’ve Seen Project Teams not



Above: Frank Mruk interviewing former Buffalo Bills' safety Mark Kelso during Friday's banquet.

Below: Dave Rood drawing a scholarship selection from the football helmet held by Jim Bourgeois during Friday's banquet.



do Quite Right in Preparing Construction Specifications over 35 years’, but I thought that title, while probably more accurate and interesting, was not the best to use.”

Commencing at 4:00 pm on Friday, the Northeast Region’s scholarship auction was held, together with a cocktail hour. Each of the Region’s chapters, and a few individuals, contributed a theme basket for the auction, which ultimately raised more than \$5,000. Accordingly, five scholarships

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of \$1,000 each were awarded at the Friday evening banquet, representing a very successful auction.

Friday evening's President's Banquet was both convivial and entertaining. Dinner included a very well-done, delicious buffet. After some opening remarks and the award of scholarships, the banquet featured an hour-long interview by Northeast Region President Frank Mruk of former Buffalo Bills free safety, Mark Kelso, themed on leadership and teamwork. The talk was interesting and informative, reflecting Mark Kelso's years of experience, after retiring from the NFL, as an NFL broadcast commentator. Mr. Kelso had on display four Super Bowl rings, and selected, other memorabilia.

After the President's Banquet, the evening concluded with more camaraderie and drinks in the complimentary hospitality suite.

The conference resumed on Saturday morning, with Frank Mruk presenting an overview of the Northeast Region's 2025 strategic plan. Thereafter, an update on CSI-National was provided by Tom Lanzelotti, who has represented the Northeast Region on CSI's national board in recent years, together with incoming national board chair Jarrod Mann. During this session, frank questions were posed regarding recent controversial matters such as the debut of The Dynamic Standards, the Construction Information Network, and perceptions of appropriate levels of communication by the national board and CSI staff.

Saturday morning's sessions featured remembrances of Marty Helly, one of the leading volunteers working for many years on behalf of the Northeast Region, as well as CSI's Worcester MA Chapter. Marty passed suddenly and unexpectedly in February. Several prominent members of the Northeast Region, including Steve Van Dyke and Frank Mruk, offered moving oral tributes to Marty. This part of the session closed with a video, recorded in recent years, of Marty playing guitar and singing an original composition contemplating one's legacy.

Saturday continued with a 75-minute session entitled, "SPECtalks" with three, different, entertaining, non-technical presentations, each approximately 20 to 25 minutes long. These included a discussion of innovations in technology used by daredev-

ils who braved going over Niagara Falls in "barrels", by Gaelan Baillie, proprietor of the Niagara Falls Daredevil Museum in Niagara Falls NY. The second session presented an overview of the history and technologies associated with manufacturing and installing stained glass, together with techniques and challenges associated with stained glass restoration, by Megan McElfresh, of the Stained-Glass Institute, who is a resident of the Buffalo area. The third session, "Penguins, Icebergs, and Glaciers: A Visit to Antarctica and Patagonia", by Maureen and Kevin O'Beirne, described visiting the world's most-remote continent between December 20, 2025 and January 9, 2026.

The conference's final schedule element, prior to the Northeast Region's board meeting on Saturday afternoon, was a luncheon, during which regional awards were announced. *The Scope*, newsletter of CSI's Buffalo-Western New York Chapter, received the Electronic Communications Award. Near the end of the luncheon, the semi-holy relics of the Northeast Region, The Skunk and The Horn, were transferred from the Buffalo Chapter to the Metro New York Chapter, which will host the next Northeast Region conference. Interestingly, providence of how The Skunk and The Horn came to hold such significance to the Northeast Region is not entirely well-documented. Their history goes back more than 50 years, and at least three, and perhaps four, different versions of their respective backstories exist. Because the truth is lost in the murky mists of time, each of the potential backstories was briefly presented to luncheon attendees



Steve Van Dyke and Oliver Wilhelm watching Jim Bourgeois sound "The Horn" during Saturday's luncheon.

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on Saturday. The conference concluded with group photographs and much camaraderie.

In some cases, attendees departed on Saturday for their homes, many facing considerable travel from Western New York. In other cases, attendees were staying on for another day or two to take in local sites and experiences, such as nearby Niagara Falls. In the end, attendees departed Buffalo generally expressing compliments on a well-executed regional conference, and looking forward to the next conference in the New York City area.

[End]

CSI National Conference

Event Type: Educational seminars, exhibit hall, and CSI-National annual meeting.

Date and Time: October 7-9, 2026.

Location: Hyatt Regency Phoenix, 122 N 2nd St., Phoenix, AZ 85004.

Accreditation: Multiple presentations accredited for AIA LU HSW.

Description: CSI's annual national conference is in Phoenix AZ. The conference includes multiple days of educational sessions, exhibit hall, banquets, awards ceremony, and networking opportunities. For additional information, see [CSINational-Conference.org](https://www.csiconference.org).

Cost: See Conference website.

Reservations Due By: See Conference website.

To Make Reservations: Registration is open, via the conference website.

More Controversy About Dynamic Standards

In March 2026, CSI debuted its new Dynamic Standards, which is an online, subscription-based interface needed for accessing certain, popular CSI organizational formats, including *MasterFor-*

mat and *UniFormat*. As reported in the April 2026 edition of this periodical, several different aspects of the release have been controversial.

After more than three months, the controversy surrounding the Dynamic Standards continues to bubble and froth, and has boiled over into other matters, including who is, and is not, qualified to be on CSI's national board, which is a process that appears to be more appointment than competitive election, the level and type of communication from the national board and CSI's paid staff, alleged censorship on CSI's online forums, and other matters. Leaders have emerged in the ranks of dissatisfied members, while current and former members of the national board have stepped forward to defend the actions of the national board and paid staff. Questions also continue to swirl concerning the circumstances of CSI handing off more than 50 percent of the rights to control access to many of CSI's organizational formats behind a subscriber paywall, while the ownership and management of the new, separate, for-profit entity, the Construction Information Network (CIN), administering access to the Dynamic Standards, continues to plague CSI. Among other things, opponents have alleged that CSI may not have complied with its own policies and procedures in developing the Dynamic Standards and spinning off the right to access them to the private, for-profit Construction Information Network.

CSI appears to have something of a history of bad business decisions, such as its acquisition of Building Systems Design (owner of the SpecLink-E commercial master guide specifications system) in 2010, followed by CSI's sell-off of almost all of its stake in BSD during 2017-2019. Reportedly, between 2010 and 2019, BSD hemorrhaged cash, as its competitors withheld sponsorships from CSI, which had come into direct, commercial competition with them.

Emerging leaders in the opposition movement advocate for much greater transparency by the national board, as well as a potential rollback or reduction in the subscriber paywall. During May and June, several of these apparent opposition leaders took to external media sources serving the design and construction community to spread their message. Among these are:

- "CSI Dynamic Standards: Subscription Requirements and Industry Concerns", post by Amy Baker, <https://www.linkedin.com/posts/>

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[amybakerarchitect csi-dynamic-standards-faq-share-7433556734884925440-Xr3u/](https://www.linkedin.com/posts/amybakerarchitect_csi-dynamic-standards-faq-share-7433556734884925440-Xr3u/), LinkedIn, March 20, 2026.

- “CSI Dynamic Standards Licensing Changes Impact Construction Industry”, post by Neha B, https://www.linkedin.com/posts/bononeha_csi-construction-specifications-institute-construction-share-7442257030888931328-dzru/, LinkedIn, April 20, 2026.
- “A price hike for MasterFormat building specifications roils architects” <https://www.archpaper.com/2026/05/price-hike-masterformat-building-specifications/>, in *The Architect’s Newspaper*, May 28, 2026.
- “Construction Industry Revolts Over New CSI Licensing Plan”, by Lindsay Lewis, <https://www.buildingenclosureonline.com/articles/94893-construction-industry-revolts-over-new-csi-licensing-plan>, article on Building Enclosure Online, May 29, 2026.
- “Imagine you bought a 1995 mid size Sedan”, post by Juste Fanou, https://www.linkedin.com/posts/justefanou_imagine-you-bought-a-1995-mid-size-sedan-share-7466546954529849344-7Cld/?utm_source=share&utm_medium=member_desktop&rcm=ACoAAAS5oCYBpFbaHZd-wCpFxz_ozX_svB7BmzE, LinkedIn, June 1, 2026.
- “Over the past several months, CSI has seen disturbing and perhaps irreparable damage done to member trust”, post by George Everding, <https://www.csiresources.org/discussion/our-commitment-to-constructive-engagement>, part of the thread, “Our Commitment to Constructive Engagement” on the CSI-Connect Community, June 3, 2026.
- “I fully support unpacking the inaccuracies in the recently published articles.” post by Amy Baker <https://www.csiresources.org/discussion/our-commitment-to-constructive-engagement#bm15d7c4cc-4234-49e2-8a85-019ea888cd4f>, part of the thread, “Our Commitment to Constructive Engagement” on the CSI-Connect Community, June 8, 2026.

In the run-up to CSI’s national board elections on April 21-May 1, 2026, several opposition personnel

stepped forward in a write-in campaign. However, from posts on the CSI-Connect Community, it appeared each was deemed unqualified by the current board. No officially-endorsed candidates in the national board election had any opposition, other than the write-in campaigns.

As of late June, the controversy appears to have no end. Points and counterpoints appear daily on internet forums including CSI-Connect Community, LinkedIn, 4specs, and others. Opponents continuously cite a lack of transparency and instances where the national board and staff have ignored written questions on apparently legitimate matters. In response, national board members occasionally emerge to respond, often in general terms, that the board has done the right thing and that many answers are available online, when inquirers know where to go for the answers.

Ultimately, none of this is healthy for either CSI or the design community. It appears that passions remain high, while the national board and staff often appear to have adopted a mentality of descending into a bunker to await the end of the bombardment, while opponents appear to have no end of bombs and grenades to throw.

Other bombs continue to fall. In mid-June, CSI’s Boston MA chapter submitted a letter to CSI’s national board, voicing numerous concerns on the matters discussed in this article. The full text of the Boston Chapter’s letter is available at <https://www.linkedin.com/posts/letter-to-csi-national-ugcPost-7468737516947386368-eGJ6/>.

In a practical sense, many design firms and independent specifications consultants have opined, via various online forums, that pricing to obtain access to the Dynamic Standards is too expensive, and may pose a real burden for some independent specifiers. Many one-person specifications consultants have reported being quoted approximately \$700 for a one-year subscription, whereas one large, national firm reported being quoted \$100,000 for a one-year subscription. Thus far, in the online forums, few people have voiced an intent to obtain a subscription in the near future, awaiting further developments, while contending that they continue to maintain a legitimate license to use the most recent, previous edition of *MasterFormat* (2020). Still others have suggested that, with *MasterFormat* now behind an expensive pay-wall, a third-party, such as the United States federal government, might develop an all-new, open-

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source, competing organizational format.

Phrasing Specifications Like Military Orders

By Kevin O'Beirne

One of this writer's coworkers, Spencer Adams, shared with me the following excerpt from *The Engineer's Manual of English*, by W.O. Syperd, Alvin M. Fountain, and Sharon Brown, revised edition published 1943, by Scott, Foresman and Company.

Chapter 8, "The Development of Specifications", the section "Composition of Specifications", subsection on Style, includes the following:

"The writing of specifications should be ruled by the thought that the several clauses are directions, not suggestions. They should be as curt and definite as the order of a military officer to his subordinates. In the word "specifications" itself is plain indication that we are dealing with specific matters. Specify exactly what is to be done. A set of specifications is no place, to be sure, for the refinements of a literary style; but it is the place, above all, where a plain, correct style matters most. Do not hesitate to repeat words or phrases as many times as necessary rather than court the danger of being misunderstood. The most monotonous repetition is preferable to ambiguity in a set of specifications."

The above paragraph cited, as a reference, the article, "The Language of Specifications", by Rolf T. Retz, in the March 1943 issue

of *The Military Engineer* magazine. However, the cited magazine article disagrees with the quote, above, regarding repetition.

This writer suspects the author of the quote copied above was referring to using certain, repetitious language like, "Contractor shall direct Contractor's workers whenever disagreement arises between Contractor and another contractor at the site regarding use of premises." Instead of the forgoing, made-up sentence, many specifications would probably have featured something like he following: "Contractor shall direct workers whenever disagreement arises between him and another contractor at the site regarding use of premises." In the first version, the word "contractor" appears four times, which is pretty repetitious. The second version cuts out two uses of "contractor", but at the expense of a lack of clarity over whose workers the contractor is supposed to direct, as well as whatever entity is meant by the pronoun, "him". In this case, the repetitious version is a lot more clear, although it is undoubtedly boring and somewhat difficult to read. This writer expects that is what the 1943 book meant when preferring repetition over a lack of clarity.

The foregoing, 83-year-old advisory on how construction specifications should be written is timeless, as applicable today as it was in the 1940s.

[End]



Landmark Structures

Point Abino Lighthouse

By Kevin O'Beirne with a lot of help from "Staff Writer AI"

The Point Abino Lighthouse, located approximately 12 miles west of downtown Buffalo, at the southern terminus of Point Abino Road South, in the Town of Fort Erie, Ontario, is one of the most picturesque and remarkable lighthouses on Lake Erie and, perhaps, on all of the Great Lakes. For summer boaters in the area of Crystal Beach and Sherkston, the Point Abino Lighthouse is truly a landmark structure.

The Point Abino Lighthouse was built because the eastern end of Lake Erie was notoriously dangerous for navigation, and repeated calls from mariners and government officials made it clear that a permanent light and fog signal were essential for protecting ships approaching Buffalo and traveling along the Canadian shore.

For decades before its construction, Point Abino was recognized as one of the most hazardous stretches of Lake Erie. As early as 1855, U.S. lighthouse inspector J.C. Woodruff urged that a lighthouse and foghorn at Point Abino would "save annually many lives and a large amount of property," noting that most commercial shipping hugged the Canadian shore and that the approach to Buffalo was especially treacherous in fog, storms, and high winds.

Despite these warnings, the area remained marked only by buoys until 1912, when the Buffalo Lightship was stationed offshore. The lightship's sinking during the Great Lakes Storm of 1913, with the loss of all crew, underscored the urgent need for a permanent navigational aid. Growing maritime traffic after the opening of the third expansion of the Welland Canal, completed in 1887, further

strengthened the case. By 1917, the Canadian government approved construction of a lighthouse and foghorn at Point Abino.

Point Abino's rocky peninsula juts into Lake Erie at a critical turning point for vessels bound to or from Buffalo, approximately 12 miles away. Its shoals,

unpredictable weather, and lack of natural protection made it a logical site for a lighthouse. The location had been repeatedly recommended by inspectors, ship captains, and newspapers on both sides of the border.

The exact site selected for the Point Abino Lighthouse sits between the high- and low-water marks on the rocky shoreline, allowing the tower to project its light far across the lake while remaining accessible from shore via a raised concrete walkway.



*Point Abino Lighthouse in September 2018
(Image by Philcomanforterie)*

Construction was performed between 1917 and 1918, carried out by the Canadian Department of Marine and Fisheries, which served as the builder. The lighthouse was designed by William P. Anderson, Canada's chief engineer of marine and lighthouse works and one of the most influential lighthouse architects in the country.

While surviving records do not indicate a precise construction cost, the project involved placing reinforced concrete, at a difficult-to-access location, which was a relatively expensive construction material, especially considering the site's location, reflecting the government's commitment to durability and architectural quality.

The Point Abino Lighthouse is a rare example of a reinforced concrete lighthouse in the Classical Greek Revival architectural style. Its design includes a white square tower with red accents; a

slightly tapered form, reminiscent of a classical column; pediments and pilasters integrated into the structure; and a rectangular fog alarm building attached at the base. The tower is 98 feet tall, with a focal height of 89 feet above the lake. A concrete walkway connects the tower to the former keeper's residence onshore.

The lighthouse's third-order Fresnel lens was first illuminated in 1918, just in time for the shipping season. The keeper's dwelling was completed the same year, and Patrick Augustine served as the first keeper. For decades, the lighthouse initially operated with kerosene-fueled lamps, and was later upgraded to electric lamps, eventually becoming fully automated in 1989.

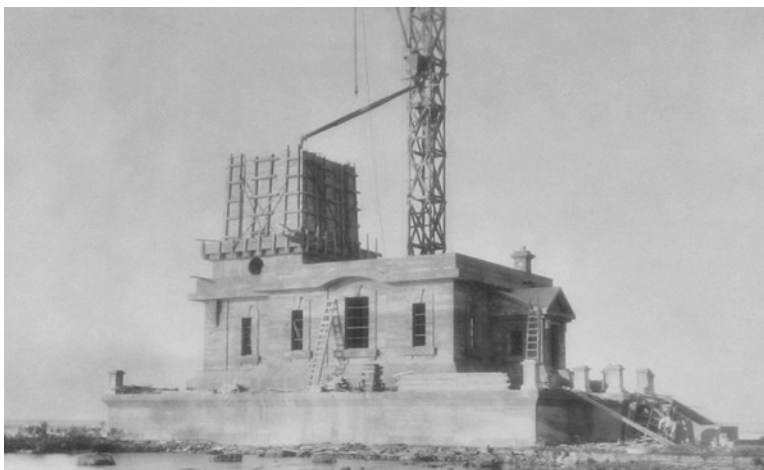
Since its original construction, major changes and repairs to the lighthouse facility have included the following:

- 1936: Electrical power was introduced, replacing kerosene. This important improvement eliminated the need for the lighthouse keeper to manually carry liquid kerosene fuel up the stairs inside the tower.
- 1950s: The main incandescent lamp was replaced with a mercury-vapor lamp.
- 1985: A severe storm, resulting in Buffalo's January 19-21 blizzard, created substantial movement of ice jams that had accumulated near the east end of Lake Erie, forcing ice into the lighthouse and destroying records.
- 1986: Extensive repairs were implemented to remedy the 1985 damage. As part of these improvements, the lighthouse's "cargo doors", were closed off and the openings filled with masonry.
- 1989: The lighthouse was fully automated, eliminating the need for a lighthouse keeper.
- 1995: The Point Abino Lighthouse was decommissioned, because, by the 1990s, ships and boats on Lake Erie increasingly relied on radar, GPS, and improved charts, rather than fixed visual

beacons. Thus, the lighthouse's active service lasted slightly less than 80 years.

2011: Structural improvements and exterior restoration.

The lighthouse was designated a National Historic Site of Canada in 1998 and is also a Classified Federal Heritage Building. In 2003, the Town of Fort Erie purchased the lighthouse and keeper's dwelling from the federal government. The keeper's dwelling is now privately owned, while the lighthouse remains under municipal stewardship.



*Point Abino Lighthouse under construction in 1917
(Image from lighthousefriends.com)*

The lighthouse is landlocked by private property, meaning that the public cannot walk to it independently. The Town of Fort Erie offers guided bus tours on select dates each summer. Visitors board at Point Abino Road South and are escorted to the site, where they may walk the grounds but cannot enter the tower itself. Outside these tours, the lighthouse is not open to the public.

Today, the attractive lighthouse continues to tower over the end of Point Abino, between Sherkston and Crystal Beach. It is a familiar sight and somewhat-comforting to pleasure boaters operating between Port Colborne and Buffalo during the late spring through early autumn.

Selected References:

1. Wikipedia – *Point Abino Light Tower*
2. Parks Canada – *Point Abino Light Tower National Historic Site of Canada*
3. Town of Fort Erie – *Point Abino Lighthouse History & Visit Info*
4. The Scuba News – *Discover Point Abino Light Tower*
5. Point Abino Lighthouse Preservation Society – *History Timeline*

Lighthouses and Navigational Aids Near Buffalo

Below is a list of identifiable lighthouses within a

straight line distance of 30 miles from Buffalo City Hall, using verified regional lighthouse inventories and sourceable details.

Buffalo Main Lighthouse (Buffalo, NY) — Lake Erie (Buffalo River mouth); Owner: U.S. Coast Guard (historic site; access via public authorities); Height: 60 ft; Constructed: 1833; Distance from Buffalo City Hall: 1 miles [en.wikipedia.org], [usbeacons.com]

Buffalo Harbor (South Entrance) Light / Stony Point Breakwater Light (Buffalo, NY) — Lake Erie; Owner: U.S. Coast Guard; Height: 30-40 foot class (conical “bottle” tower); Constructed: 1903; Distance: 2 miles [en.wikipedia.org], [usbeacons.com]

Buffalo North Breakwater South End Light (“Bottle Light,” relocated) (Buffalo, NY) — Lake Erie; Owner: Local/state (relocated historic beacon); Height: small caisson light (30 foot class); Constructed: 1903; Distance: 1 miles [en.wikipedia.org], [usbeacons.com]

Buffalo Water Intake Crib Light (Buffalo, NY) — Lake Erie; Owner: City of Buffalo Division of Water; Height: small utility tower; Constructed: early 20th century; Distance: 1.5 miles [usbeacons.com]

Horseshoe Reef Light (Buffalo vicinity, NY) — Lake Erie; Owner: U.S. Coast Guard; Height: skeletal tower (height varies; re-



*Point Abino's Fresnel lens September 2018
(Image by Philcomanforterie)*

mains only); Constructed: early 20th century; Distance: 2 miles [usbeacons.com]

Grand Island Old Front Range Light (Grand

Island, NY) — Niagara River; Owner: Buffalo Launch Club; Height: small range light tower; Constructed: late 19th century; Distance: 9 miles [usbeacons.com]

Buffalo Harbor Light (general harbor light / outer harbor beacon) (Buffalo, NY) — Lake Erie; Owner: U.S. Coast Guard; Height: modern navigational light structure; Constructed: 20th century; Distance: 1 miles [usbeacons.com]

Point Abino Lighthouse (Fort Erie / Crystal Beach, Ontario, Canada) — Lake Erie; Owner: Town of Fort Erie (with preservation trust); Height: 98 feet; Constructed: 1918; Distance: 12 miles [usbeacons.com]

Dunkirk Lighthouse / Point Gratiot Light (Dunkirk, NY) — Lake Erie; Owner: Dunkirk Historical Lighthouse & Veterans Park Museum; Height: 61 feet; Constructed: 1827 (current tower 1875); Distance: 18 miles [usbeacons.com]

Port Colborne Outer Light (Port Colborne, Ontario, Canada) — Lake Erie (Welland Canal entrance); Owner: Canadian Coast Guard; Height: steel skeletal tower; Constructed: 20th century; Distance: 16 miles [usbeacons.com]

Port Colborne East Breakwater Light (Port Colborne, Ontario) — Lake Erie; Owner: Canadian Coast Guard; Height: pierhead light tower; Constructed: 20th century; Distance: 17 miles [usbeacons.com]

Port Colborne Inner Light (Port Colborne, Ontario) — Lake Erie; Owner: Canadian Coast Guard; Height: small harbor light; Constructed: 20th century; Distance: 17 miles [usbeacons.com]

Port Colborne West Breakwater Light (Port Colborne, Ontario) — Lake Erie; Owner: Canadian Coast Guard; Height: pier light; Constructed: 20th century; Distance: 18 miles [usbeacons.com]

Many minor lights (crib lights, breakwater lights) are classified as “aids to navigation” and are owned by either the U.S. Coast Guard or Canadian Coast Guard, with limited published dimensional data.

[End]

Book Summary and Review

BuchNotes No. 101: Architects of an American Landscape Henry Hobson Richardson and Frederick Law Olmstead

By Ed Buch

Editor's Note: "BuchNotes" is a recurring series of articles in the LA CSI News which combine and enjoyable summary of a book on architecture and construction, with a book review. This article is re-published from the LA CSI News (July 2022). It is reprinted here as an item of interest to participants of the Chapter's recent tour of Buffalo's Richardson-Olmstead Campus, which is the former Buffalo Psychiatric Hospital. Many thanks to Ed Buch for sharing this article with the CSI Buffalo-WNY Chapter.

Architects of an American Landscape: Henry Hobson Richardson, Frederick Law Olmstead, and the Reimagining of America's Public and Private Spaces, by Hugh Howard

While both Henry Hobson Richardson and Frederick Law Olmstead and their many important projects are well known today, what may not be so well understood is how important each of them was to the success of the other's work. The fun loving, creative, right-brained Richardson and the more serious, organized manager-type Olmstead shared a friendship as well as project collaboration for 20 years that resulted in many projects that are still admired today. The book describes their projects, their collaboration, and the impact they had on each other's work.

Both Richardson and Olmstead rose to fame in

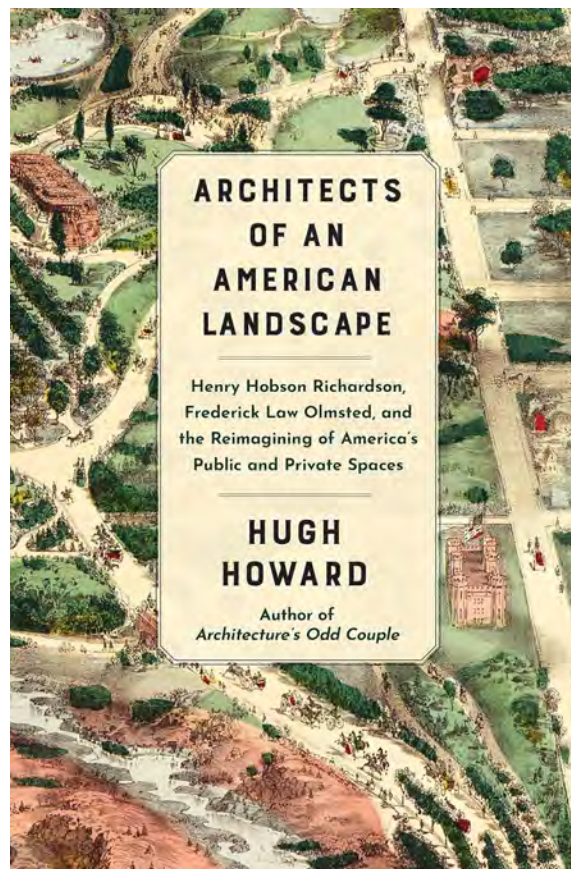
post-Civil War America. Olmstead, born in 1822, was 16 years older than Richardson and came from a wealthy, prominent family of Connecticut merchants. His formative years were not spent in college, instead he worked in a succession of jobs. He worked for a land surveyor, he traveled to China and back on a merchant ship, and he wrote

magazine articles describing slavery for a New York audience following his pre-Civil War travels through the South. He started a publishing company that failed. Through all of this, he maintained an interest in nature and in 1847 he established his own farm and a successful tree nursery on Long Island, NY.

Richardson was born in 1838 into a wealthy family of New Orleans merchants. After growing up in Louisiana, he entered Harvard College in 1855 and never returned to New Orleans. More social than studious, he graduated in 1859 with a long list of friends who would later play important roles as clients. or by referring him to other potential clients.

His interest in architecture arose during his senior year and, since there were no architectural schools in the US at the time, he continued his architectural education in Paris at the Ecole des Beaux Arts. While there, he was an adequate student who took full advantage of the social life in Paris before graduating in 1865 and returning to New York.

While Richardson was enjoying life and studying in





*Modern view of Buffalo's Richardson-Olmstead Campus, formerly the Buffalo Psychiatric Hospital
(image from explorebuffalo.org)*

Paris, Olmstead, with Calvert Vaux, won the design competition for New York's Central Park. They won even though Olmstead had no formal education or relevant experience as a landscape architect. He was inspired by the landscape designs of Andrew Jackson Downing, the foremost authority in the US at the time on residential gardens. Together, Olmstead and Vaux oversaw the park's construction, intermittently, until its completion in 1876. Once the Civil War began in 1861, Olmstead was recruited by the federal government to head the Union Army Sanitary Committee charged with feeding the troops and reducing disease on the battlefield. After two years he left this position and headed to California where he spent the next two years undertaking several landscape design projects. Eventually, Vaux convinced Olmstead to return to New York to work on the design competition for Prospect Park in Brooklyn, NY.

Richardson returned to New York City from Paris at about the same time in 1865 and met Olmstead when they both joined the Century Association, a social club for businessmen in New York City who had an interest in literature and the fine arts. Through connections at the Century Association and with former classmates at Harvard, Richardson's architectural practice began to grow. His first project was a church in Springfield, MA that

was followed by an office building for the Western Railway, also located in Springfield. Connections at the Century Association resulted in a park design project for Olmstead in Buffalo, NY. At the same time Richardson was designing a house in Buffalo, he won a design contract for a multi-building state hospital in Buffalo. This was the largest project for Richardson up to that time and the first significant collaboration between Richardson and Olmstead where they produced drawings that unified the architecture of the 11-building project with the site and landscape designs.

Richardson won the competition for the design of the Brattle Square Church in Boston in 1870 where he would exhibit three characteristics of his emerging design philosophy: reliance on the owner's space program as the starting point for the design, inclusion of artwork as an integral part of the architecture, and an exterior design incorporating his interpretation of Romanesque elements. (By this point Richardson had moved on from the neo-classical architecture of his Ecole des Beaux Arts education.) These characteristics would be presented full force in his most famous project, Boston's Trinity Church. He won the competition for this 1,000-seat church over Richard Morris Hunt and other famous architects. The design, which featured his signature vertical element, here it was a bell tower, along with slate tiles on a

steeply sloping roof above rough-cut stone walls with Romanesque arches framing the openings. The interior featured huge paintings by the artist John La Farge. The design no doubt relied heavily on the contributions of two of his more famous apprentice architects, Charles McKim and Stanford White, who would later form another notable American architectural firm, McKim Mead and White. The contributions of his apprentices would become increasingly important since Richardson's health had been declining for some time due to the effects of long-term kidney failure, to the point that he spent many days working from bed at home.

While construction of Trinity Church was underway, Olmstead and Richardson collaborated on the redesign of the state capitol building in Albany, NY. Although they never formed a partnership, their collaboration would continue until Richardson died at age 47 in 1886. Their projects included residences for wealthy clients, railway stations both large and small, libraries, and the Boylston St. bridge in Boston. In 1874 they collaborated on the design of the landscaping for the 58-acre grounds around the US Capitol building in Washington, DC. This included the redesign of the Capitol's west façade to include the two monumental staircases we see there today. By the 1880s their practices were expanding to include projects in Chicago, Pittsburgh, St. Louis, and Cincinnati. In Chicago Richardson designed houses and a large wholesale store for Marshall Field. Olmstead designed a new residential town outside of Chicago, one of the first planned communities in the US, in addition to the site for Chicago's Columbian Exposition of 1893. When Richardson died, Olmstead lost a neighbor, a brother, a soulmate, and a professional and artistic collaborator.

Olmstead's practice continued to grow following Richardson's death and would include design of the Stanford University campus in 1886 and the Biltmore estate in North Carolina for George Washington Vanderbilt, the youngest of the Vanderbilt men. This project began in 1888 and initially covered over 2,000 acres. Olmstead retired from practice in 1895 and died in 1903. His son and son-in-law continued the practice until 1929.

Richardson's influence on architects of his generation, such as Louis Sullivan, Daniel Burnham, and John Wellborn Root, and those who followed, cannot be overstated. His design legacy can be seen in many Carnegie libraries and government buildings built in the late Nineteenth and early Twentieth Centuries. His practice would also continue long after his death. The successor firm, Shepley Bullfinch Richardson and Abbott, continues to this day.



*Hallway inside the former Buffalo Psychiatric Hospital, designed by HH Richardson
on May 15, 2026*

Architects of an American Landscape, was published by Grove Atlantic in 2022. It has 406 pages but, frustratingly, has very few useful photographs or drawings of even their most well-known projects, Central Park in New York City or Trinity Church Boston. The author, Hugh Howard, is the author of nine other books on architectural history including *Dr. Kimball and Mr. Jefferson: Rediscovering the Founding Fathers of American Architecture*, that was the subject of BuchNotes #21 in September 2008. Frederick Law Olmstead was the subject of the book *Genius of Place*, by Justin Martin, that was described in BuchNotes #43 in May 2012.

Ed Buch, AIA, FCSI, CCS, LEED AP is an architect in the Los Angeles CA area. He is the editor of the LA CSI News and has written his BuchNotes column for many years.

Feature Article

Who's Involved?

Identifying the Owner's Consultants in the Construction Contract

By Kevin O'Beirne

A surprisingly large proportion of construction contracts unique to certain project owners do not explicitly identify the owner's consultants, such as the design professional, third-party construction manager as advisor (CMA), or owner's program manager. Failure to identify the owner's consultants by name in the construction contract is more than just a minor oversight or the absence of a contractual nicety. Rather, it has real potential to increase such entities' risk with no associated benefit to anyone, including the owner.

Although construction contracts for design-bid-build, construction manager-as-advisor, construction manager at risk, and owner-build project delivery are between the owner and contractor, such construction contracts impart both risk and certain risk management protections to the owner's consultants. Therefore, it is very important that such entities be **expressly indicated by name and role** in the construction contract.

How and Where to Identify the Owner's Consultants

Construction documents typically use generic roles for the project's principal participants, such as "Owner", "Contractor", and the owner's various consultants, such as "Architect", "Engineer", "Consultant", or "Design Professional", "Construction Manager", or others. Use of generic role names requires that the entity serving in that role be identified by name only once in the construction contract documents. Because the owner and contractor are identified by name in the owner-contractor agreement, the agreement is also the most-appropriate location to identify the owner's consultants, as recommended in AIA A512/EJCDC N-122—2012, *Uniform Location of Subject Matter*. Where the owner-contractor agreement form is unique to the owner and does not identify the owner's consultants, such provisions may instead be included in either the project's supplementary conditions or the project's specifications Section 01 11 00 – Summary of Work, or Section 01 12 00 – Multiple Contract Summary, as applicable. The entity indicated as the owner's design professional is not necessarily the same as the entity that prepared the construction documents; rather it is the entity fulfilling that role for the project's construction stage.

AIA A101—2017, *Standard Form of Agreement Be-*

tween Owner and Contractor (Stipulated Sum), identifies the architect, in the preamble, as follows:

"The Architect:

"(Name, legal status, address and other information)

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EJCDC C-520—2018, *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)*, includes:

"ARTICLE 3 - ENGINEER

"Guidance Notes—If an entity or individual other than the design engineer will serve as Owner's representative during construction, then make appropriate revisions and additions to this Agreement, the General Conditions, the Supplementary Conditions, and other Contract Documents regarding the construction-phase roles and duties of the design engineer and such other entity or individual. Such revisions may include using a designation other than "Engineer" for the representative named in Paragraph 3.01 below, and expressly naming the

design firm (for example, “ABC Engineering, Inc.”) instead of referring to “Engineer” in Paragraph 3.02.

“3.01 The Owner has retained [insert name of engineering firm] (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

“3.02 The part of the Project that pertains to the Work has been designed by [insert “Engineer” if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].”

Similar language may be used to identify the project’s CMA and owner’s program manager, if any. Others retained by the owner relative to the project, such as owner-hired special inspectors and testing entities, should be identified by name in the Project’s specifications Section 01 11 00 or 01 12 00, as applicable, and included as additional insureds on contractor-furnished insurance and included in other relevant risk management provisions.

The entity’s full, legal-contractual name should be used; optimally, the entity’s name should be the same as that indicated in the associated owner-consultant agreement for services on the project. The owner’s consultant’s project office address should also be indicated.

Why Identifying the Owner’s Consultants is Important

Among other provisions, construction contracts for design-bid-build typically assign to the architect or engineer various responsibilities that directly affect the contractor, such as:

1. Impartially interpreting the contract documents.
2. Evaluating differing site conditions and rendering an opinion on changes to the contract, if any.
3. Reviewing and approving, or taking other appropriate action, on contractor-furnished submittals.
4. Observing the work at appropriate intervals to determine quality, compliance with the contract, and progress, and rejecting defective work.
5. Determining entitlement in contractor change pro-

posals or claims and preparing contract modifications relative to the design, quality of work, and acceptability of the work.

6. Processing the contractor’s applications for payment in a proper and timely manner.
7. Determining when the work is substantially complete and ready for final payment and issuing appropriate written notices.
8. Other responsibilities.

Occasionally an owner will create a single construction contract from two separate design professionals’ drawings and specifications. In such cases, it is very important to distinguish which design professional has which responsibilities. Many times, it may be appropriate for one firm to serve as the “lead” design professional for construction, as the contractor’s principal point-of-contact, with all communications between the contractor and second firm being routed through the first firm. In such cases, both firms should be expressly identified in the construction contract.

The construction contract documents typically expressly provide certain protections to the architect or engineer, and other owner’s consultants, such as:

1. Allocating **solely** to the **contractor** responsibility for complying with the construction contract documents (including completing the work within the contract times); for construction means, methods, procedures, techniques, and sequences; and for safety and protection at the site. Not only is this appropriate, but it is also **critical** for the owner’s, design professional’s, and other owner’s consultants’ risk management.
2. Including the owner’s consultants and their sub-consultants and subcontractors, together with the owner, in the contractor’s indemnification obligations, as additional insureds on contractor-furnished liability insurance (except workers’ compensation and professional liability insurance), and in provisions requiring the builder’s risk insurance carrier to waive its subrogation rights. Including the owner and its consultants in such provisions is **critical** to properly manage such entities’ construction stage risks for matters over which they have no control. This topic was explored in detail in the article, “Deep, Deep Mysteries Revealed! How Additional Insured and Indemnification Status Protect both the Owner and the Design Professional”, previously published in the March 2016 issue of this periodical.
3. Allocating **only** to the **owner** the right to accept defective work, to stop or suspend the work,



and to terminate the contractor's performance. Although the owner should consult with its design professional before accepting defective work, the decision to accept defective work should **never** be delegated to an owner's consultant. When the owner exercises its rights to order the work stopped or suspended, or terminated, claims and counterclaims often ensue. Therefore, the owner should never delegate such responsibilities to its consultants, nor should owner-hired consultants be required to exercise such rights on behalf of the owner.

For the contractor to have full knowledge of the responsibilities of the owner's consultants as they pertain to the contractor's obligations under the contract, and for the owner's consultants to receive critical risk management protections under the contract, it is **essential** that the owner's consultants be expressly identified by name and, preferably, address, in the construction contract. Lack of clarity in such matters has potential for a court, arbitrator, or insurance carrier to deny such protections to an owner's consultant.

In many cases observed by this writer, non-standard (unique to the owner) construction contracts omit identifying the owner's consultants, with such identification perhaps made orally at the preconstruction conference or merely implied by the engineer's or architect's logo on the construction drawings.

Worse, some construction documents **entirely**, or nearly so, **omit** the design professional and any other owner's consultants. Such contracts may entirely deprive bidders and the contractor clarity on how the project's construction will be administered and, as indicated above, possibly deprive the design professional and other owner's consultants certain, basic risk management protections normally provided by other, widely-

used standard construction contracts, such as those of the Engineers Joint Contract Documents Committee (EJCDC) and American Institute of Architects (AIA).

When the design professional or owner's other consultants are either "invisible" in the construction contract or are not expressly identified by name, it is easy to imagine an attorney representing the contractor or its insurance carrier arguing that the design professional or other owner's consultant is **not** included in the contractor's indemnification obligations, is not actually an additional insured, or is liable to be included in a subrogation suit by the contractor's insurance carrier; or that the design professional or CMA had some responsibility for the contractor's construction means and methods or safety and protection programs, or the contractor's failure to comply

fully with the contract documents, or other matters. Such positions may be held merely because the design professional or other owner's consultant had some involvement in the project's construction stage and the construction contract was largely silent on their responsibilities and limits of authority. No owner's consultant wants to learn of such denials, on the grounds of a technicality, when the required risk management protections are most needed.

Conclusion

The identification of the owner's consultants should **not** be left to the imagination and should be clearly and explicitly indicated in the construction documents. Failure to heed this advice may have substantial and possibly far-reaching effects.

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The opinions expressed herein are the views of the author alone and should not be attributed to any other individual or entity.

The author of this article is not an attorney and nothing in this article constitutes legal advice. Readers in need of legal advice should consult with a qualified attorney.

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