

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

January 2026

Upcoming Events

Architect's Ski Day 2026

Event Type: Skiing/networking/supplier exhibits

Date and Time: February 6, 2026, 8:00 am—4:00 pm.

Location: Holiday Valley Ski Resort, Holiday Valley Lodge (Main Lodge, second floor), 6657 Holiday Valley Road, Ellicottville NY 14731



To Make Reservations: [Click Here](#)

Early registration (reduced rates)



Accreditation: none

Description: See the registration flyer at the end of this issue.

Cost: Members: \$40 (ski or non-ski). Non-members: early registration rate—\$90 for ski, \$50 for non-ski; late registration rate—(12/13-1/9/2026) \$115 for ski, \$65 for non-ski. Prices include food.

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Websites:

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

CSI Northeast Region: www.nercsi.com

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Contact the CSI-WNY board
for more info.**

The Scope

Newsletter of CSI's Buffalo-Western New York Chapter

The Scope is published approximately eight times per year, typically in September, October, December, January, February, April, May, 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 (Interim) Editor:

Kevin O'Beirne

Kevin.obeirne@hdrinc.com

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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

Looking Ahead to 2026

By Dave Rood

January signals the start of a new calendar year. The CSI Buffalo-WNY Holiday Dinner was held on December 4, 2025, and, by the time you read this, the holidays will be mostly or entirely in the past. The Chapter's Architect Ski Day at Holiday Valley is coming up on February 6, 2026, and we look forward to seeing as many of our readers there as possible. The Architect Ski Day is always an exceptionally good event, regardless of whether one attends it for skiing, socializing, or both.

Of equal or greater importance to our Chapter is CSI's Northeast Region annual conference, which our Chapter is hosting on May 14-16, 2025, in Buffalo. Please mark your calendars and plan to attend the conference's full slate of activities. Because we are hosting the conference, our conference planning committee may need additional volunteers during the event, to help things run smoothly, provide the best experience possible for conference attendees, and show our Chapter in a positive light. Furthermore, the conference will be a perfect opportunity to meet architects, other design professionals, product representatives, and others from throughout the Northeast Region. Relationships formed between conference attendees will often be useful, professional contacts that will enhance your professional network, access to expertise, and create business opportunities. The value of these relationships is substantial because working in design, construction, and related fields is a team endeavor. This insight is the product of many years on the part of yours truly, and I hope others will be able to benefit from this insight without as many years spent acquiring the wisdom as I needed.

The year ahead has other social and learning events our Chapter will be undertaking. Planning these other, upcoming events will commence early in 2026, because it is always necessary to keep stoking the fire beyond the next destination. Your ideas for future events sponsored by the Buffalo-WNY Chapter, such as educational presentations, site tours, or others, are always welcome and eagerly accepted.

We are looking for a needle in the haystack; we

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Editorial

Viewpoints on the Kensington Expressway Improvement Project

By Kevin O'Beirne

On December 2, 2025, the New York State Department of Transportation (NYSDOT) held the first of a planned series of new public hearings as part of its process of improving the current Kensington Expressway (NY Route 33). In recent decades, few projects in Buffalo have generated as much controversy as the Kensington Expressway improvements project, which has an associated cost of approximately \$922 million. As previously proposed, the project would involve constructing a vehicular traffic tunnel along approximately 0.8 mile of Route 33, providing landscaped green space above to reconnect neighborhoods and partially recreate the historic Humboldt Parkway.

Frederick Law Olmsted's Humboldt Parkway was a two-mile, 200-foot-wide, tree-lined boulevard, designed in the late Nineteenth Century, connecting Delaware Park and The Parade (now Martin Luther King Jr. Park). The Humboldt Parkway featured a broad, landscaped median, with bridle paths and rows of elm and maple trees, forming part of Buffalo's pioneering park and parkway system, intended to bring green space into the urban fabric.

In the mid-20th century, the Kensington Expressway replaced Humboldt Parkway as part of a statewide vehicular arterial plan. Conceived in the 1940s and built in the early 1960s, the expressway is a six-lane, high-speed corridor linking downtown Buffalo to the airport and suburbs. Much of the expressway was constructed in a deep trench, approximately 100 feet wide and 20 to 25 feet below grade, to reduce noise and visual impact.

Today, the Kensington Expressway carries about 75,000 vehicles per day through Buffalo's East Side, serving as a major commercial and commuter route, while generating debate over its social and environmental effects.

The NYSDOT plan to cover part of the Kensington Expressway originated from community proposals starting in 2015 or earlier. The current proposal gained momentum as a result of 2017 studies. Formal planning accelerated in 2022, with design and public engagement occurring in 2022 through

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will close December 12, 2025. Last day to register is anticipated to be January 9, 2026.

For Additional Information Contact: Brad Vailancourt, membership@csibwny.com or Dave Rood at architectskiday@csibwny.com

CSI Northeast Region 2026 Annual Conference

Event Type: Educational seminars, exhibit hall, tours, and Northeast Region meeting.

Date: May 14-16, 2026. Description of daily activities is presented below.

Location: Embassy Suites by Hilton Buffalo, 200 Delaware Avenue, Buffalo NY.

Accreditation: Multiple presentations will be accredited for AIA LU.

Description: [Hosted by CSI Buffalo-WNY Chapter](#). CSI Northeast Region's annual conference will include: Thursday - registration open, welcome reception, hospitality suite. Friday - exhibit hall, tours of the Frank Lloyd Wright Darwin-Martin House and the Richardson-Olmstead Campus, multiple presentations for AIA-accredited sessions, happy hour/scholarship fundraising auction, and banquet. Saturday - annual meeting, CSI-National update, awards lunch, and CSI leadership workshops. Conference is all day Friday and Saturday.

Planning for the Friday education sessions is underway. The event will feature either five or seven, 1-hour sessions, in two, parallel tracks, with one keynote session at lunch for all attendees. The event's theme is, "Kicking Off Project Success—Buffalo Proud". Presentation topics and speakers are being organized. Prospective presenters should contact the Chapter's conference chair indicated below.

Cost: TBA. Full-conference registration for the 2025 Northeast Region conference was \$200 per

person, including all meals from Friday morning (including banquet) through Saturday lunch, educational sessions, tours, and hospitality suite on Thursday and Friday evenings. Such cost excludes lodging and transportation.

Reservations Due By: May 13, 2026.

To Make Reservations: TBA

For Additional Information Contact: Jim Bourgeois, (732) 253-2678, jbougeois@marinoware.com

Report on CSI-Buffalo 2025 Holiday Diner

On December 4, 2025, CSI-Buffalo's annual holiday dinner, held at the Buffalo Yacht Club, was attended by 15 people. The Buffalo Yacht Club was beautifully decorated for the holidays, and the winter weather was, to a fairly good extent, relatively kind, considering that some prior holiday dinners have been victimized by lake effect snow storms.

Attendees included some prospective members of CSI-Buffalo, which is always a healthy trend, as well as CSI Northeast Region president, Frank Mruk, who resides in eastern New England but, like approximately half the United States population, has close relatives in the Buffalo area.

The evening was characterized by excellent food prepared by the Yacht Club's chef, and excellent



conviviality and friendship. CSI-Buffalo Chapter president, Dave Rood, made some brief, kind remarks to the attendees and thanked all the board

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members for their efforts in 2025, as well as, looking forward, to their continuing efforts into 2026. Above is a photograph of the attendees, contributed by Bob Rumpl of Trautman Associates. This image presented more challenges than might normally be expected, because everyone had to sit still while the wonderful aromas of the just-served entrees wafted up in their faces.

CDT Certification Exam Prep Courses

Expand your professional knowledge and value through CSI's certification programs. The basic, and most popular of these is the Construction Documents Technologist (CDT) certification, which addresses all phases of implementing a capital project. The CDT requires practical, useful knowledge of project team roles and responsibilities, project conception and delivery methods, design, construction documents preparation, procurement, construction, and facility life cycle activities.

To assist members and friends of CSI's Buffalo-Western New York Chapter preparing for the spring 2026 CDT exam, two alternative, online, live, instructor-led CDT prep courses are available: (1) CSI's Northeast Region (NER) will again offer a CDT prep course at a cost per person of \$100 for members and \$200 for non-members, starting on February 17, 2026, with an emphasis on architect-led "vertical" construction. Additional information is available at [CDT Preparation Class - CSI Northeast Region](#) and (2) A course through the Buffalo NY office of the global consulting engineering firm Arcadis, starting in late January, largely oriented toward practitioners of engineer-led "horizontal" construction. The Arcadis course is free for CSI Buffalo-WNY Chapter members and friends located in the counties of Western New York. Each course features weekly webinars, presented using official CSI materials; the Arcadis course also includes daily "CDT question-of-the-day" e-mails (which are not part of the CSI NER course).

To successfully learn the course material, especially for those who will register for and take CSI's CDT certification exam, participants must: (a) obtain the source materials at their own expense,

including CSI's *Project Delivery Practice Guide, Third Edition* (textbook) and either AIA A201—2017 or EJCDC C-700—2018 Standard General Conditions; (b) participate in the webinars; and (c) invest typically 40 to 60 hours of self-study of the source materials. The practical knowledge you will obtain through this program, which you will use and apply each day in your career, will be well worth it.

In addition to the CDT, CSI also offers the following advanced certifications: Certified Construction Specifier (CCS); Certified Construction Contract Administrator (CCCA); and Certified Construction Product Representative (CCPR).

For more information on either the CSI NER CDT course or the Arcadis CDT course, including how to sign up, contact the CSI Buffalo-WNY Chapter's certification chair, Kevin O'Beirne, PE, FCSI, CDT, CCS, CCCA, kevin.obeirne@hdrinc.com, cell: (716) 207-0396. Pass enough CSI certification exams and you, too, can have more letters in the acronyms after your name than are in your name itself.



President's Message

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are searching for people who are interested in being on the CSI Buffalo-WNY Chapter board. If you are interested, or have an idea or suggestion, please call my cell at 716-583-3612 or email dave.rood@srsbuildingproducts.com. Alternatively, please contact any of our board members, whose contact information is on page 2 of each issue of this newsletter.

[End]

Editorial

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2025. Presented below are summaries of the opposing viewpoints on the currently proposed project.

Arguments in Favor of the NYSDOT Tunnel and Cap Plan

Proponents contend the tunnel project would reconnect neighborhoods long divided by the expressway. The physically depressed roadway created a physical and psychological barrier between neighborhoods, contributing to decades of disinvestment. By covering almost a mile of the expressway and restoring Humboldt Parkway's green space, supporters believe the project will heal historic wounds and foster community cohesion. NYSDOT emphasizes that the plan is "community-driven" and aims to restore vibrancy to East Buffalo neighborhoods while maintaining an essential transportation artery.

The Kensington Expressway remains a critical transportation artery, carrying tens of thousands of vehicles per day. Removing the expressway entirely, as some suggest, would disrupt regional mobility, increase con-

gestion on local streets, and other, longer, alternative expressway routes, and potentially harm economic activity dependent on efficient vehicular transportation. The proposed tunnel would balance maintaining traffic flow while mitigating many of the expressway's negative impacts.

Proponents believe the project will stimulate economic growth by attracting investment to the East Side. Improved infrastructure and restored green space could raise property values, encourage new housing, and support commercial revitalization. State officials frame the project as a generational investment, leveraging federal infrastructure funds to create jobs and long-term economic benefits for Buffalo.

Supporters assert the tunnel design includes measures reducing air pollution exposure by placing traffic below grade and adding landscaping above. While some emissions will persist near tunnel portals, NYSDOT contends that overall air quality will comply with federal standards. Proponents argue the green cap will provide recreational space and partially restore Olmsted's vision for Humboldt Parkway, improving residents' quality of life.

Arguments Against the Tunnel

Opponents of the NYSDOT tunnel plan, including the East Side Parkways Coalition and civil rights



Concept drawing of proposed Kensington Expressway Tunnel portal.

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groups, argue the tunnel plan would perpetuate environmental prejudices. The expressway's construction disproportionately harmed black and less-affluent communities, and its continued presence would allegedly sustain elevated rates of asthma, COPD, and other respiratory illnesses. Critics contend capping the highway does little to address such health disparities because vehicle emissions would continue, to some extent, to remain concentrated near the expressway. Opponents recommend full removal of the expressway and restoration of Humboldt Parkway, to eliminate air pollution sources. For those who have not reviewed any of the studies or similar types of information, the extent of air pollution arising from an enormous, heavily-trafficked thoroughfare like the Kensington Expressway, is staggering. Adverse health effects



Buffalo's Humboldt Parkway, 1953 . (wnyheritage.org)

on the adjacent neighborhoods are real and fairly substantial.

Legal challenges have highlighted flaws in NYSDOT's environmental assessment. Courts ruled the state failed to prepare a full Environmental Impact Statement (EIS), calling its approach "arbitrary and capricious." Opponents argue the tunnel plan ignores long-term climate and air quality impacts, construction-related disruptions, and cumulative health effects. Opponents view the judicial mandate for an EIS as validation of their concerns and insist any future plan must prioritize environmental justice and sustainability.

Critics see the tunnel plan as a half-measure locking Buffalo into another century of automobile dependency. Opponents argue that full removal of the Kensington Expressway would allow Buffalo to emulate successful highway removal projects in cities like Rochester and Syracuse, which spurred

economic revitalization and restored historic neighborhoods. However, removal of a portion of Rochester's Inner Loop did away with a roadway that was little-used, thus freeing up land for other, more-beneficial uses. In comparison, the Kensington Expressway is the busiest expressway in western New York. Removing a portion of I-81 through central Syracuse allowed traffic to better-channelled to other, existing expressways, without adversely affecting the city's business core. Thus, each upstate city's situation is unique, and what worked for one or two other cities may not be the appropriate solution for Buffalo's particulars.

Opponents contend that the tunnel plan primarily serves suburban commuters rather than East Side residents, perpetuating inequities in transportation planning. They argue resources should be invested in public transit, pedestrian infrastructure, and local economic development, rather than maintain-



The Kensington Expressway, near Utica Street, 2024. (wgrz.com)

ing a high-speed corridor through vulnerable neighborhoods. Full removal, they claim, would redirect benefits to those most harmed by the original construction, fostering inclusive growth and equity. However, full removal would also have an obvious negative effect on area businesses, as well as the suburban commuters served for more than 60 years by the expressway. Furthermore, the Buffalo area does not have a strong history of public transportation use, nor is the Niagara Frontier Transit Authority's network sufficiently dense, to be even reasonably convenient for suburban commuters or residents of Buffalo's East Side. Such an investment would likely be considerably more expensive for the region than the expressway itself. While mass transit has a number of obvious benefits, they typically accrue more swiftly in communities much, much larger than Buffalo and Erie County. Finally, merely removing the expressway in its entirety will not, in the short term, neces-

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sarily make air pollution associated with suburban commuters simply go away. Thousands of vehicles per day will continue to need access into downtown Buffalo. If these vehicles resort to using local streets, some air pollution effects from transiting vehicles will continue to persist.

Merits of Each Position



Aerial photo of a portion of the Kensington Expressway in 2025 showing adjacent neighborhoods (Buffalo News).

Both sides present legitimate concerns and aspirations, summarized as follows:

Proponents of the tunnel plan emphasize pragmatism: maintaining regional mobility while addressing community fragmentation and aesthetic loss. Their argument rests on feasibility, cost-effectiveness, and the urgency of delivering improvements after decades of neglect.

Opponents advocating full removal prioritize justice and long-term transformation. They argue that incremental fixes cannot undo systemic harm and that Buffalo should seize this rare opportunity to restore Olmsted's vision, improve health out-

comes, and advance climate goals.

The debate reflects competing visions for Buffalo's future: one rooted in continuity and compromise, the other in bold structural change. Both approaches seek to reconcile transportation needs with community well-being, but differ in their assessment of what constitutes meaningful restoration. More than 200 residents attended the December 2, 2025 public hearing at Schiller Park Senior Center, in Buffalo. NYSDOT announced a full project reset, emphasizing community input before restarting the EIS process. No design decisions have yet

been finalized, and all options remain under consideration. The substantial majority of attendees of the December 2 hearing appeared to prefer removing the expressway in its entirety and replacing Humboldt Parkway, over the tunnel alternative.

The Kensington Expressway controversy underscores the complexity of urban infrastructure decisions, where historical injustices intersect with contemporary challenges of mobility, equity, and sustainability. Whether Buffalo opts for a tunnel or full removal, the outcome will shape the city's landscape, and its social fabric, for generations to come.

[End]

Landmark Structures

Buffalo's McKinley Monument at Niagara Square

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

One of the most prominent and visible monuments in the City of Buffalo is the McKinley Monument, located in Niagara Square, in front of Buffalo City Hall. Towering 96 feet above the surrounding streets, the McKinley Monument is truly a landmark structure.

The monument honors Buffalo's most famous murder victim, United States President William McKinley. In the history of successful assassinations of U.S. presidents, only two cities outside of Washington DC, Buffalo and Dallas TX, can "boast" hosting a presidential murder. While this is obviously nothing to be particularly proud of, President McKinley's assassination was an extremely significant event commemorated by the substantial monument in Niagara Square.

Historical Background

William McKinley was born in 1843 in Niles, in northeastern Ohio. While still a teenager, he enlisted as a private in the 23rd Ohio infantry regiment and served four years during the American Civil War. The regiment's colonel was future U.S. President Rutherford Hayes, who took a liking to young McKinley and became his mentor and promoter. By the war's end, McKinley was the regiment's major (third-in-command) and had seen combat in some of the war's most fiercely contested battles, including Antietam Creek, Maryland, on September 17, 1862, Opequon Creek/Third Winchester, Virginia, on September 19, 1864, and Cedar Creek, Virginia, on October 19, 1864.

After the Civil War, McKinley entered politics as a Republican, mentored by Rutherford Hayes. When Hayes was elected President in 1876, McKinley was elected to Congress as a Representative from Ohio, serving multiple terms and gaining prominence as an advocate for protective tariffs, which he believed strengthened American industry. His

sponsorship of the McKinley Tariff Act of 1890 made him a national figure, though it contributed to Republican losses that year.

Defeated for reelection to Congress, McKinley successfully ran for Governor of Ohio in 1891, serving two terms and building a reputation as a moderate reformer who balanced labor and business interests. His leadership and party loyalty positioned him as a presidential contender.

In 1896, McKinley won the presidency on a platform of high tariffs and the gold standard, defeating William Jennings Bryan during a time of economic uncertainty. His first term focused on economic recovery and expansion. Riding the wave of prosperity and victory in the Spanish-American War, McKinley was reelected in 1900, again defeating Bryan, solidifying his status as a dominant figure in turn-of-the-century American politics. In an era where most U.S. presidents were not particularly memorable, McKinley stands out somewhat for his personal likeability, strong support of American business, and as the President who presided over America's acquisition of an overseas empire, resulting from the war with Spain in 1898.



William McKinley as President of the United States.

The Great Exhibition of the Works of Industry of All Nations, held in London, England, in 1851, was the first world's fair, and set off something of a mania for world's fairs lasting more than a century. Starting in the 1890s, several major U.S. cities desired to host a world's fair, including Buffalo. By the late 1890s, Buffalo was one of the largest, most populous, and richest cities in the United States, holding a prominence far above that which it holds in the early Twenty-first Century. When notable citizens of Buffalo gathered to form a committee with the purpose of organizing a world's fair, they opted to focus it on only the Western Hemisphere. Thus was created the concept and plan for what would become Buffalo's Pan-American Exposition of 1901. The Pan-Am Exposition is what at-

tracted President McKinley's attention and desire to visit Buffalo, setting up a fateful meeting with a wannabe-anarchist assassin from Warrensville OH with too many consonants in his name to pronounce.

The southern end of the exposition grounds was near the current Buffalo History Museum, in northern Buffalo, which is, as of 2025, the only building remaining from the 1901 Pan-Am Exposition. The exposition grounds extended for more than a mile northward. As was the case for other worlds fairs, most of the buildings erected for the Pan-AM Exposition were temporary plywood structures, covered in stucco or plaster, and, for the Buffalo exposition, often painted in vibrant colors, resulting in the event's nickname, "The Rainbow City". Be-



Nighttime view of the area near the public entrance to the Pan American Exposition, including the famous tower.

cause the exposition was illuminated by more than 160,000 electric lights powered by Niagara Falls hydropower, it was also known as "The City of Light". The exposition opened on May 1 and remained operating until November 2, 1901.



Leon Czolgosz

The event attracted millions of visitors during its six-month run including President McKinley, who attended on September 6, 1901. In the later-afternoon, McKinley was in the central area of the Hall of Music, shaking hundreds of hands in a receiving line, when Leon Czolgosz, a native-born U.S. citizen, who was the son of eastern Eu-

ropean immigrant parents, stepped forward in the receiving line, pulled out a concealed 0.32-caliber revolver, and shot McKinley twice in the torso, at close range, before being wrestled to the ground and disarmed by an heroic African American waiter standing behind him in the receiving line. Today, Czolgosz's murder weapon remains on display at the Buffalo History Museum, less than a half mile from where Czolgosz fired it.

The injured president was promptly taken to the large home of John G Milburn, at 1168 Delaware Avenue, near the exposition grounds. The most prominent expert on gunshot wounds in Buffalo at the time was Dr. Roswell Park, who was immediately summoned. Unfortunately, Park was then in



Depiction of the scene at the moment President McKinley was shot in the Hall of Music.

Niagara Falls, attending to a different patient, and was unable to reach McKinley for many critical hours. By that point, less experienced physicians had already probed the president's wounds without proper, antiseptic practices that were normal at that time. Unsurprisingly, a complete media circus developed in Buffalo, with reporters camped outside the Milburn House, where McKinley lay wounded. For several days, the President seemed to improve, and media reports nationwide signaled that he was recovering. However, infection resulting from either the bullets themselves or the early, bumbling treatment by the president's doctors caused infection. After his initial rally, the president's health rapidly declined in the final two days, and he died on September 14, 1901. It is ironic that McKinley survived numerous fierce battles

during the Civil War only to be killed in Buffalo by a young, introverted anarchist. Vice President Theodore Roosevelt arrived in Buffalo and took the oath of office at the Wilcox Mansion, on Delaware Avenue only a mile from McKinley's death place, becoming the 26th president of the United States.

Leon Czolgosz did not long outlive McKinley. He was inspired to commit murder by his working-class upbringing, disgruntlement with the system, and once hearing, and very briefly meeting, noted anarchist orator Emma Goldman, who apparently thought Czolgosz was kind of weird. In the late Nineteenth Century, working and living conditions for ordinary people in urban areas were quite poor, resulting in widespread attraction, in both the United States and Europe, of socialist and anarchist values. Anarchists of the period had the idealistic but naive impression that, deprived of the strictures and constraints of government and corporations, ordinary people, would, by their very kind and generous nature, simply resort to living in peace with one another, with each person naturally working for the good of the community and taking from the community only those resources absolutely necessary. Anarchists believed that the way to bring about the revolution they all sought and desired was to inspire the general public by



Milburn Residence, Delaware Avenue, Buffalo, N. Y., where President McKinley died September 14th, 1901.

The Milburn House, where President McKinley died on September 14, 1901.

deeds of resistance, such as assassinating major political figures. While this may sound rather preposterous to most people in the Twenty-first Century, this idea appealed to a surprising number of people 125 years ago. Accordingly, Czolgosz was inspired to murder the president, and he elected to do it in Buffalo when the president would be vulnerable during a public appearance.

After his arrest, Czolgosz was incarcerated in the Erie County jail in Buffalo. Justice could be surpris-

ingly swift in those days, especially when the entire nation was afflicted with rage and grief at McKinley's murder, and Buffalo's civic and judicial leaders were eager to promptly try and convict Czolgosz, in part due to their communal embarrassment at having the president murdered during a visit to their city. Czolgosz's trial took barely longer than a single day, on September 23-24, 1901, during which the jury was selected, opening arguments presented, testimony from several prosecutorial witnesses heard, closing arguments made, and a jury verdict returned: guilty of capital murder, with a sentence of death by electrocution. Czolgosz was remanded to state custody and transferred to Auburn prison in central New York State, where he followed McKinley into the afterlife on October 29, 1901, after being strapped into the prison's "old sparky" electric chair. Afterward, his remains were buried in an unmarked grave in Cayuga County NY.

Following all the usual pomp and ceremony associated with a presidential funeral, William McKinley was buried on September 19, 1901, in Canton, OH. In 1907, he was permanently interred, in the same cemetery, in a large mausoleum constructed for him and his family members. With McKinley's passing, his successor, Theodore Roosevelt, went on to become one of the most famous, and best, presidents in American history.

The final, bizarre act of the assassination played out years later in another, attempted assassination. In 1912, former President Theodore Roosevelt was campaigning for reelection, because of his dissatisfaction with his hand-picked successor, President William H. Taft. On October 14, 1912, Roosevelt was departing his hotel in Milwaukee to make a campaign speech. Upon exiting the hotel to enter his car, TR was shot in the chest by John Schrank, who was subsequently wrestled to the ground, subdued, and arrested. TR was driven to the campaign event where he gave his speech for more than an hour before throwing back his jacket, revealing his blood-soaked shirt, to the horror and amazement of the audience. His wound was eventually found to be considerably more serious than he had believed at the time. Schrank was an emotionally disturbed man, who had attempted to take Roosevelt's life because, he said, in a dream, the corpse of William McKinley had opened its coffin, sat up, pointed at Schrank and informed him that McKinley's assassination had been prompted by Roosevelt, and that Schrank was to avenge McKinley. Of course, TR survived another six years, eventually succumbing to the lingering ef-

fects of tropical diseases he picked up during a 1914 expedition in the Amazonian rain forest, rather than Schrank's bullet, which TR carried in his body for the rest of his life.

It is interesting how Americans have commemorated the sites where its four presidential assassinations occurred. Ford's Theater, in Washington DC, where Abraham Lincoln was assassinated in 1865, has been preserved as a National Historic Site. The Baltimore & Ohio Railroad station in Washington DC, where President James Garfield was fatally shot in 1881, was ultimately demolished. A large white X, painted on the roadway pavement in Deely Plaza, in Dallas TX, literally marks the spot where President John F. Kennedy was shot in 1963. The site where McKinley was shot in Buffalo received something of a combination of the treatment afforded the scenes of Garfield's and Kennedy's assassinations. Like almost all the other buildings at the 1901 Pan American Exposition, the Hall of Music was a temporary structure that had already seen its better days when it was finally torn down and removed during the winter of 1901-1902. Shortly thereafter, virtually the entire area occupied by the exposition's lengthy midway was subdivided for development as single family residences. As of 2025, the neighborhood where McKinley was assassinated is filled with 120-year-old, large residences occupied by affluent owners. The site where the President was shot is, today, located literally in a five-foot-wide grass median in a tree-lined street, near 30-35 Fordham Drive, between Elmwood Avenue and Lincoln Parkway, in the Park Meadow neighborhood. A rather small plaque marking the site is set into a rock that protrudes less than one foot above the grassed median, known to local residents and Buffalo-area history buffs as, "The Death Rock".

The Milburn house on Delaware Avenue, where McKinley died, became a popular tourist attraction, with visitors even chipping off pieces of stone and brick as souvenirs. In 1907, the house was damaged by a fire, and by 1919, it was converted into apartments. In 1948, the property was purchased by the Jesuits who operated nearby Canisius High School. The house was demolished in 1957, and the site remains a surface parking lot for Canisius High School. A small historical marker commemorates the location.

In the aftermath of his death, several monuments to the martyred President were erected. Perhaps the first was a 33-foot obelisk on the Antietam Battlefield, on the heights above Burnside Bridge,

near Sharpsburg MD. This was a curious location because, during the September 17, 1862, battle, the 19-year-old McKinley was the regimental commissary sergeant, responsible for assisting the commissary officer with procuring and distributing food and commissary stores. While he was under fire for a time, McKinley's actions that day were most notable for driving a commissary wagon to near the location where the 23rd Ohio was fighting, where he dispensed "coffee and hot meats" to the soldiers. Whether the deed was truly worth a 33-foot monument may be debatable.

Other monuments to McKinley were erected in Canton OH, where he lived, in 1907, as well as in Niles OH, where he was born, in 1917. The Canton monument is McKinley's mausoleum, featuring a sizeable, domed structure. Nearby is the William McKinley Presidential Library. The Niles monument features a Court of Honor with 28 columns, an heroic bronze statue of McKinley, and two wings containing a public library and museum. In 1917, the tallest Mountain in North America, in central Alaska, was named Mount McKinley in honor of the slain president, although its name was changed back to Mount Denali in 2015 in response to cultural sensitivities. Between 1928 and 1934, the U.S. Treasury issued a \$500 bill featuring McKinley's portrait. Despite these memorials, the largest of them all was erected in Buffalo to commemorate where Big Bill McKinley "took one for the team".

The Monument at Niagara Square

Plans to erect a monument to President McKinley in Buffalo commenced not long after the assassination. The McKinley Monument Commission, composed of prominent Buffalo figures including Edward H. Butler Sr., John G. Milburn (at whose house the President was staying in Buffalo, and where he died), Enoch A. Curtis, and George E. Matthews, oversaw the project. Urban planner Daniel Burnham influenced the monument's initial design, advocating for an obelisk to convey dignity and permanence. The Commission retained the architectural firm Carrère and Hastings, for the project. The same firm had previously designed Buffalo's Pan-American Exposition.

Niagara Square was chosen as the monument's site because of its symbolic and practical significance within the City of Buffalo. Designed in 1807 by Joseph Ellicott as the focal point of Buffalo's radial street plan, the square served as the city's civic center, with major streets converging like

spokes on a wheel. By the early Twentieth Century, Niagara Square had fallen into decline, but its centrality made it ideal for the memorial honoring President McKinley. Urban planner Daniel Burn-



The McKinley Monument in Niagara Square in 1908.

ham, consulted by the McKinley Monument Commission, strongly recommended an obelisk for the site, emphasizing that the square's original design seemed to anticipate a monument at its center. Architect John Carrère echoed this sentiment, calling Niagara Square "the best spot in Buffalo for such a monument".

The monument was funded primarily by the State of New York, which appropriated \$100,000 for its construction, after political pressure and lobbying by Buffalo leaders. Another \$40,000, was spent improving surrounding streets, and local corporations contributed over \$30,000 to harmonize the site with the monument. Several years were required to bring the monument project to fruition, including planning, political maneuvering, and construction delays caused by title disputes, and utility relocations in Niagara Square.

Completed in 1907, the McKinley Monument is a striking 96-foot obelisk crafted from Vermont and Italian marble. It rises from a square base measuring seven feet on each side and 24 feet in height, with the obelisk itself extending 69 feet above the base. Surrounding the monument are four marble lions, each approximately 12 feet long and weighing 12 tons. These sculptures rest on pedestals at

the cardinal points of the monument, creating a sense of guardianship. At the base, ornamental fountains feature dolphins and turtles. Inscriptions on the obelisk commemorate McKinley's life, military service, and presidency, with one engraving noting that he was "the victim of a treacherous assassin" while extending "the hand of courtesy".

The sculptural elements—four massive marble lions and decorative turtles—were created by Alexander Phimister Proctor, a leading American animal sculptor of the era. The lions were modeled on a Bronx Zoo lion named Sultan, and symbolize strength, while the turtles represent eternal life.

The McKinley Monument was dedicated on September 6, 1907, precisely six years after McKinley was shot at the Pan-American Exposition. The ceremony coincided with Buffalo's Old Home Week, marking the

city's 75th anniversary of incorporation. Governor Charles Evans Hughes, a future U.S. Supreme Court Justice and Republican Presidential candi-



One of the McKinley Monument's lions. Image looking south toward the Turner parking ramp.

date in 1916, presided over the event, which drew large crowds and reflected Buffalo's effort to honor McKinley and mitigate the community's lingering sense of guilt associated with his assassination.

In the 118 years since its dedication, the McKinley Monument has seen numerous changes in the

buildings fronting on Niagara Square. The 18-story Statler Hotel, now Statler Buffalo, was completed



A recent picture of the McKinley Monument at Niagara Square, together with Buffalo City Hall.

in 1923. The 32-story Buffalo City Hall was constructed on the square in 1931. The Charles B Turner parking ramp was built on the southwest side of Niagara Square in the 1970s. The most recent major building on the square is the Robert H Jackson Federal Courthouse, completed in 2011. The courthouse is named in honor of Robert Jackson, who was a Buffalo resident, U.S. Supreme Court justice, and lead Allied prosecutor at the Nuremberg war crimes tribunal in 1945-1946.

Over the decades, the McKinley Monument has undergone several restorations to address weathering and structural concerns. A major rehabilitation occurred in 2017, involving cleaning, marble repair, and conservation of sculptural elements compromised by environmental exposure. In 2024–2025, the City of Buffalo initiated another restora-

tion project costing approximately \$650,000. This effort included replacing damaged marble, cleaning the monument and surrounding bollards, and repairing decorative features to ensure long-term preservation.

Today, the McKinley Monument remains a focal point of Buffalo's civic identity and a site for public gatherings, commemorations, and cultural events. Its design, melding classical architectural forms with symbolic animal sculptures, reflects early Twentieth Century American ideals of strength, permanence, and reverence for national leaders. Positioned at the heart of Buffalo's radial street plan, the monument is a memorial and landmark, linking the city's past to its present.

Author's Note: Because I am an avid, amateur historian, this article's "historical background" section was written almost entirely from memory, using the internet to check a few facts, such as the town where Leon Czolgosz was living at the time he headed to Buffalo, which I can never remember offhand. In marked contrast, the article's "The Monument at Niagara Square" section presents information that was largely unknown to me before developing this article and, therefore, was written with substantial assistance from AI. Because this article was developed essentially as two separate halves stitched together, for the sake of consistency, I opted not to include a list of sources at the end. All the sources cited would have been only for the article's second half. I apologize for not presenting the sources AI used in developing the article's second half.

Readers interested in learning more about Buffalo's Pan-American Exposition of 1901, which had many more bizarre stories than "only" McKinley's assassination, including the first person to ever go over Niagara Falls in a barrel and survive, should consider reading The Electrifying Fall of Rainbow City: Spectacle and Assassination at the 1901 World's Fair, by Margaret Creighton, 2016. The book is excellent and keeps the reader turning its pages.

[End]

Feature Article

Seals and Signatures

Evidence of Responsible Charge by Design Professionals

Part 4 – Practical Considerations Concerning Sealing and Signing

By Kevin O’Beirne

This is the fourth in a four-part series addressing sealing and signing of instruments of service by design professionals, comprised of: (a) Part 1 – Definition and Purpose of Seals; (b) Part 2 – Electronic Seals and Signatures; (c) Part 3 – Statutory Requirements Concerning Sealing and Signing of Documents; and (d) Part 4 – Practical Considerations Concerning Sealing and Signing.

Statutory requirements concerning sealing and signing may vary by jurisdiction, but are almost never quite as specific or clear as some practitioners might desire. For example, while laws and regulations typically require sealing and signing drawings and specifications, they rarely address documents such as addenda, construction contract modifications, and others. Specifics concerning indication of responsible charge for technical reports, calculations, and even construction specifications may require more insight than is expressly indicated in the associated laws and regulations. This article presents practical advice for architects, engineers, geologists, and other design professionals concerning the details of sealing and signing, in addition to the essential obligation of complying with statutory requirements.

Terms such as, “[architect] [engineer] of record” and “[architect] [engineer] -in-responsible-control” are typically construed as having the same meaning as, “[architect] [engineer] -in-responsible-charge”. In many organizations, the terms are used interchangeably for a given design discipline. For convenience and uniformity, the term “responsible charge” is used in this article. Also, in this article, laws, rules, and regulations are referenced as either “laws and regulations” or “statutory requirements”. Furthermore, the term “instruments of service” means the collection of documents, drawings, specifications, calculations, and other tangible materials produced by design professionals during the various stages of a project. (Source: [Understanding Instruments of Service \(aiacontracts.com\)](http://www.aiacontracts.com))

Reports and Recommendations Constituting the Practice of the Associated Design Profession

While it is commonly understood and accepted that construction drawings and specifications must be sealed and signed, it may be less well understood that, in some jurisdictions, other instruments of service also require sealing and signing. Such documents may include submittals required of the design professional during schematic design, design development, or preliminary design. In jurisdictions where such documents are not submitted to authorities having jurisdiction for permitting, sealing and signing may not be necessary. However, such documents must always be prepared under the **responsible charge** of an appropriately licensed and registered design professional.

In some cases, an engineer’s “preliminary design report”, also often known as a “basis of design report”, is required to secure necessary operating permits and, sometimes, permits to construct the project. In such locales, engineers’ preliminary design reports should typically be sealed and signed by the licensee serving in responsible charge.

Other reports and recommendations of a technical nature, constituting the statutory definition of the practice of the subject design profession, may also require sealing and signing. Reports and recommendations regarding optimization of processes and operations, whether at and industrial facility or a publicly owned water or wastewater treatment plant, should be sealed and signed in most jurisdictions. The potential exists that conceptual documents, such as capital improvement plans, may require sealing and signing. Such reports and recommendations may be lengthy, such as a multi-volume study addressing how to properly manage vehicular traffic around a major, new site development, or brief, such as a three-page “technical memorandum” presenting narrowly focused recommendations on a particular topic.

Of course, design professionals’ deliverables that do not constitute the applicable statutory definition of the practice of the subject design profession need not be sealed and signed, and need not be prepared under the responsible charge of an appropriate design professional.

Calculations

Calculations for work that constitutes the statutory definition of the practice of engineering, geology, or architecture, must be prepared under the responsible charge of the appropriate design professional and, in many jurisdictions, often must be sealed and signed. Sealing and signing of calculations is often necessary when they are finalized, and is almost always necessary when submitting to authorities having jurisdiction. Statutes in some jurisdictions may require sealing and signing calculations regardless of whether they are submitted externally or are in interim form. When calculations are certified, seals and signatures are typically applied at a suitable location on the first page of the calculations.

In earlier years, calculations were often prepared by hand, on paper, and, therefore, were relatively easy to seal and sign when necessary. In contemporary practice, calculations are commonly prepared using third-party software applications, or electronic spreadsheets prepared either directly for the project or template-style spreadsheets developed by the design firm for customization on many projects. It can be more challenging and, therefore, easier to omit, sealing and signing electronically developed calculations, especially when they may potentially never be printed on paper. In such cases, an appropriate solution may be to print the calculations to a file in portable document format (".pdf"), which can be sealed and signed for the design professional's records. The sealed and signed calculations should always take precedence over calculations in native (executable) file formats, especially when seals and signatures are not applied to the native file formats. Furthermore, because native file formats can easily be modified, whether knowingly or unknowingly, by anyone with access rights to the location where such files are stored, it is usually unwise to apply an electronic seal, signature, or both, to calculations in native file format, unless the seal and signature are appropriately [electronically certified](#). To reduce the potential for confusion, retaining multiple, alternative sets of calculations, especially those with seals and signatures, should be avoided. When previously sealed and signed calculations are superseded and, nevertheless, retained in the design professional's file, they should be clearly marked as, "VOID" or, "SUPERSEDED".

Drawings

Drawings intended for permitting and construction virtually always require seals and signatures on each sheet. Because projects involving multiple design disciplines often apportion the drawings into various subsets by design discipline (e.g., civil, architectural, structural, fire suppression, plumbing, HVAC, process-mechanical, instrumentation and control, electrical, and possibly others), each sheet is typically sealed and signed by one person serving in responsible charge. When multiple individuals served in responsible charge, often for each

design discipline, organizing the drawings into subsets by design discipline facilitates sealing and signing by the appropriate licensee.

Because most sets of drawings include a cover sheet, some jurisdictions require sealing and signing the cover sheet, even though it is merely informational in nature. Some jurisdictions further require that the cover sheet be sealed and signed by each separate, individual design professional who served in responsible charge of some aspect of the project. When this is done, a brief notation adjacent to each seal and signature on the cover sheet should be included to indicate the specific design discipline(s) to which each applies, whether or not expressly required by statute. Certain states also require that the cover sheet be sealed and signed by a "coordinating design professional", although the rationale for such a requirement is unclear.

All drawings, including those with details and schematics, need to be sealed and signed. When the project owner has its own standard construction detail drawings the design professional is required to use, the design professional should have the authority to make final revisions to the owner's standard detail drawings, as necessary for the project. When an owner refuses such permission, the design professional should give appropriate consideration to whether such drawings, or parts of drawings, should be sealed and signed, given that they were not allowed to exercise responsible charge over them.

In certain, possibly rare circumstances, it may be necessary for more than one licensee to seal and sign a particular drawing, other than a cover sheet. In such cases, clear indication must be applied adjacent to each seal and signature designating the specific aspects of the work shown on that drawing to which it applies.

When the design team includes individuals from more than one design firm, especially in a prime consultant-subconsultant relationship, it is appropriate to indicate on the drawing the employer of the person serving in responsible charge. This may be accomplished using text adjacent to the location where the seal and signature will be applied, or by the subconsultant's firm's name and logo in the title block of the associated drawing. Some prime consultants may prefer their company name and logo be on every drawing, although this could have potential to communicate that the prime consultant had more than just coordination responsibility. The seal and signature is the principal means for communicating the individual in responsible charge, and therefore the licensee possessing the risk, but it is also wise to clearly communicate the design firm where they were employed.

Considerations regarding whether conformed construc-

tion documents (i.e., drawings and specifications revised following bidding/procurement/pricing and prior to construction to show and indicate changes made via addenda, post-bid negotiations, if any, and alternates, if any, awarded by the Owner) and record documents (i.e., drawings and specifications revised to show and indicate changes made via contract modifications during construction and field conditions encountered, as well as other changes, if any, made during construction) are a separate topic not addressed in this article. For more information on this matter, see, “What the Heck Are They, Really? Conformed Documents and Record Documents”, by Kevin O’Beirne, published in the newsletter of CSI’s Buffalo-Western New York Chapter, February 2018.

Construction Specifications

Construction specifications must be sealed and signed, as discussed in [“Part 3 – Statutory Requirements Concerning Sealing and Signing of Documents”](#) of this series (previously posted on this writer’s blog). However, requirements concerning the location of seals and signatures varies by jurisdiction. Some states require all seals and signatures on the cover of the specifications or project manual, whereas others may allow using a separate document for sealing and signing, typically bound close behind the manual’s cover. CSI’s *MasterFormat* assigns “00 01 07 – Seals Page”. *MasterFormat* further indicates that such a document, “includes: professional seals by design professionals and others responsible for preparing construction documents”. Requirements may further vary by state. For example, this writer understands that some jurisdictions require, either currently or previously, application of seals and signatures to the specifications’ table of contents (presumably with indication of the sections to which each seal and signature applies) or a second seals and signatures document bound immediately following the last section of the specifications. In some cases, seals and signatures may be applied to each, individual specifications section.

When multiple seals and signatures are indicated together, such as on the project manual’s cover or on a “seals and signatures” document, it is desirable (and, in some jurisdictions, required) to clearly indicate the specific portions of the specifications to which each seal and signature applies. This may be done by indicating an entire division of the specifications, individual sections, or specific portions of sections for each licensee. Vagueness in such designations, such as indicating, “the seal to the left applies to all mechanical work,” should be avoided. When licensees from multiple design firms, such as when the prime design consultant retains a subconsultant, or when the designer is a joint venture, will seal and sign different specifications, the employer of each should be expressly indicated. This writer’s employer often uses a “seals and signatures”

document organized into a table with each row presenting space for one seal and signature, together with space to indicate the specifications to which it applies. The table may be comprised of multiple rows, depending on the number of individuals serving in responsible charge for various aspects of the project. An example for one of the rows is presented below.

Still other statutory requirements may apply to sealing and signing drawings and specifications. For example, the State of Nebraska requires indicating on drawings and the project manual cover, the appropriate “certificate of authority” or “certificate of authorization” (i.e., the design firm’s corporate license number).

In some cases, the project owner maintains its own system of master specifications that design consultants retained by the owner are obligated to use. In these circumstances, the design firm should have authority to make final revisions in such documents, as appropriate for the project. When the project owner refuses to allow the design firm permission to make final revisions in its master specifications being used for a project, the design firm and its individuals serving in responsible charge should carefully consider whether to seal and sign specifications, or parts of specifications, over which they were not allowed to exert appropriate responsible charge.

A notable example is the standard specifications of each state’s department of transportation (DOT). DOT standard specifications are typically published separately by the associated agency and are not adapted, edited, or reissued for a specific project. Therefore, consulting engineers retained to design projects for a state DOT do not seal and sign the DOT’s standard specifications. Rather, the individual in responsible charge identifies the appropriate item designations from the DOT standard specifications and expressly indicates them on the drawings, which are sealed and signed for the project.

Whether or not it is appropriate to incorporate state DOT standard specifications by reference into construction documents prepared for a third-party, whether a municipality or private owner, is unclear. Although it is relatively common for specifications prepared by design firms for work results such as aggregates (crushed stone and gravel), pavement materials, and perhaps other types of civil/site work, to reference the associated state DOT standard specifications for common material designations, such cross-references to the DOT standard specifications are often limited, and comprise a relatively modest extent of the project. Furthermore, references to state DOT standard specification items are typically included in a project specifications section that is sealed and signed by the design professional in responsible charge. In other cases, however, a project

<p>[insert licensee], [RA] [PE]</p> <p>License No.</p> <p>[indicate licensee's employer, when multiple firms are involved]</p>	<p>The seal and signature to the left applies to the following Specifications, divisions, and sections of this project manual:</p> <p>[____].</p> <p>[____].</p>
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team may seek to avoid the necessity of developing its own specifications for a project by requiring wholesale or substantial compliance with the associated state DOT standard specifications. The extent to which this is acceptable when the project owner is other than the state DOT is worthy of consideration, given that the design firm has no authority to edit or adapt the DOT standard specifications for the specific project. This writer is not aware of any state licensing board disciplinary case that may have considered such practices.

Preparation of the **documents that comprise "Division 00 – Procurement and Contracting Requirements"** of the project manual do not constitute the statutory definition of the practice of any of the design professions. Indeed, it is fairly common for individuals who are neither design professionals nor working under their responsible charge, such as owners' procurement personnel, a third-party construction manager as advisor, an owners' program manager, or the owners' legal counsel, to prepare "Division 00" documents. Furthermore, it is not unusual for such individuals, especially a construction manager as advisor, to develop certain specifications typically part of "Division 01 – General Requirements". In such cases, the design professional in responsible charge should **not** seal or sign such Division 01 sections unless they have final revision/approval authority over them. For additional information concerning sealing and signing Divisions 00 and 01, see: "[Sealing and Signing Divisions 00 and 01: Is it Architecture or Engineering?](#)", previously published on this writer's blog.

Addenda

Addenda are documents, typically issued during the bidding or procurement stage, that modify the bidding or procurement documents. Such changes can include revisions to the drawings, specifications, "Division 00"

documents, and previously-issued addenda. Therefore, addenda are often used to change the project's design, as reflected in the drawings and specifications. Because they are issued separately from the rest of the bidding or procurement documents, it is important that addenda be sealed and signed by the associated design professional in responsible charge. In many jurisdictions, laws and regulations governing the design professions do not expressly require sealing and signing of addenda, however, to the best of this writer's knowledge, all states' statutory requirements governing architecture, engineering, and other design professions expressly forbid anyone not working under the responsible charge of the person who sealed and signed the instruments of service from revising them.

Accordingly, sealing and signing addenda which modify the drawings and specifications is implied. Each addendum should be sealed and signed by the person in responsible charge for those aspects of the drawings and specifications being revised via that addendum. Changes made to "Division 00" documents do not constitute the statutory definition of the practice of the various design professions and, therefore, it is not necessary or desirable to seal and sign addendum items that change elements of "Division 00" documents. For example, an addendum where the only change is to delay the due date for submittal of bids need not be sealed and signed, whereas an addendum that changes the layout of columns required for a new building or structure, or an addendum item that modifies the specifications relative to required performance of a new pump, should be sealed and signed. In practice, it is often easier to include on the first page of an addendum space for sealing and signing, adapting the seals and signatures format indicated above for Document 00 01 07.

Construction Contract Modifications

Contract modifications issued after the construction

contract is signed by both parties include change orders, change directives, and field orders or architect's supplemental instructions. Like addenda, contract modifications may revise any aspect of the construction contract documents, including the drawings and specifications. No states' statutory requirements known to this writer expressly require sealing and signing contract modifications.

Whether or not contract modifications should be sealed by the design professional in responsible charge may depend on the extent of the changes so directed and what documents, if any, are attached to the contract modification. For example, where drawings or specifications are modified and, perhaps, reissued, then it is likely both sealing and signing are required. However, when a contract modification that revises some element of the drawings or specifications is relatively brief and, perhaps, indicated only in the contract modification instrument itself, space to apply a seal may be unavailable. Whether such instruments should be sealed may perhaps depend on the scope or importance of the changes so ordered.



Regardless of whether a contract modification bears the seal of the associated design professional, when such a modification revises drawings or specifications, it is typically a requirement of the construction contract that the design professional sign the contract modification. The design professional's employee whose signature appears on the change order or other modification instrument should be the design professional in responsible charge of the change so ordered. Therefore, contract modifications that revise the drawings, specifications, or other technical matters set forth in the construction contract documents should **not** be signed by a person who

does **not** possess current, valid licensure and registration in the same jurisdiction as the project site, and who is not designated by their employer as serving in responsible charge for the affected design disciplines.

Where a contract modification does **not** modify drawings, specifications, or other technical matters, then it may be arguable whether signature by the design professional for the purposes discussed in this paragraph is necessary from a statutory standpoint. Indeed, the Standard General Conditions of the Engineers Joint Contract Documents Committee (EJCDC) have expressly indicated this since 2013.

Although **requests for interpretation or clarification** (RFI) are not contract modifications, and should never be used to modify or extend the requirements of the construction contract, RFIs entail rendering professional judgement. Thus, when an RFI is regarding an interpretation or clarification of a technical matter, especially regarding some aspect of the drawings or specifications, the RFI response should be prepared under the supervision and control of the design professional in responsible charge. The design professional's response to such RFIs should probably be signed by the design professional in responsible charge, although no laws or regulations governing the design professions, known to this writer, expressly address this, sealing of RFI responses has not been witnessed by this writer in any jurisdiction or circumstance.

Other Administrative Forms and Certifications

The architect or engineer may be required or requested to sign and, perhaps, seal certain certifications and other administrative forms, whether directly associated with the construction documents or otherwise. For example, for the design-bid-build and construction manager

at risk project delivery methods, the design professional is typically required to sign the certificate of substantial completion. Whether the signature of the person appearing on such a form should be that of the (or, perhaps, all) design professional(s) in responsible charge is not clearly addressed in any of the standard contract documents in widespread use in the United States, or in any laws or regulations governing the design professions known to this writer. When a construction project involves a third-party construction manager as advisor (CMA), the CMA will often be the entity signing a certificate of substantial completion, implying that it may not

be mandatory for the design professional in responsible charge to do so.

Some forms, however, may expressly require application of the design professional's seal and signature. Such forms and certifications may come in a variety of forms and for various purposes. Among those encountered by this writer are health department certifications, necessary for permits required to operate substantially completed drinking water facilities, stating that, to the best of the engineer's knowledge and belief, the facilities were completed in accordance with the construction documents approved by the health department prior to construction. In some jurisdictions, a design professional's seal and signature may be required when a public owner will issue municipal bonds to finance a capital project; the likely reason for such a requirement is to assure the financing entity that a licensed design professional was involved in determining the project's preliminary scope and budget. When a design professional's seal and signature is required by their client or a financing entity on certifications needed for issuance of bonds, or other financing documents, the design professional should also consider obtaining advice from their own legal counsel on the certification language.

Regardless of the type of certification instrument to be sealed and signed by a design professional, the design professional must have final revision authority over the language to which their certification, seal, and signature applies. This writer has encountered certain owners, financing entities, and authorities having jurisdiction, who attempted to prohibit or restrict the design professional's final revisions to the language of the instrument being certified. In effect, such prohibition or restriction, seeks to remove from the design professional the ability to condition their certification or modify it. Design professionals requested to apply their seal and signature under such circumstances should give careful, appropriate consideration as to whether the certification language, drafted entirely by others without the design professional's input or revision, is appropriate, and the risks associated with applying the requested seal and signature.

Other Documents

As discussed above, calculations constituting the practice of a design profession must be prepared under the responsible charge of a licensee, and sometimes must be sealed and signed, depending on their use and the jurisdiction of the project site. Other types of calculations, however, may not constitute the practice of architecture, engineering, or geology, and, therefore, need not be prepared under the supervision and control of a design professional and should not be sealed and signed. Examples include quantity estimates developed

for construction cost estimating purposes, preparation of opinions of probable construction cost, and preparation of design-phase preliminary construction schedules. In fact, quantity estimates, cost estimates, and design-phase preliminary construction schedules are frequently developed by individuals who are not engineers or architects. Construction managers, professional construction cost estimators, contractors, scheduling consultants, and others commonly develop quantity estimates, cost estimates, and preliminary construction schedules. Therefore, such documents should typically not be sealed or signed by the licensee.

Contractor submittals, including shop drawings, product data, samples, quality control submittals, and others, that constitute the practice of a licensed design profession should be reviewed under the responsible charge of the appropriate licensee (for additional information, see [Shop Drawings and Submittals: Definition, Purpose, and Necessity](#) and [Shop Drawings and Submittals: Liability Associated with Submittal Reviews](#), previously published on this writer's blog). The language of the design professional's submittal review stamp is important (see [Shop Drawings and Submittals—Submittal Review Stamps](#), and [Shop Drawings and Submittals—Delegated Design Submittals](#), previously published on this writer's blog). However, in no event should the design professional affix their **professional seal** to a contractor's submittal (or facsimile thereof). Whether or not the design professional's submittal review should be signed by the licensee in responsible charge may be debatable, although it is reasonably common for individuals not in responsible charge to perform submittal reviews and even sign them on behalf of the design firm. In many ways, reviewing submittals such as shop drawings, product data, samples, and quality control submittals is an extension of the architect's or engineer's design services and should be performed under the responsible charge of the individual who sealed and signed the associated drawings and specifications.

Reviewing construction contractors' requests for payment is an extremely important administrative task that typically does **not** constitute the practice of engineering, architecture, or other design profession. Accordingly, reviewing applications for payment and associated documentation need not be performed under the responsible charge of a licensed design professional. However, when performed by an architect, engineer, or other design professional, such reviews should never be taken lightly. They represent an extremely important administrative function that should be performed by an experienced person, familiar with the progress and quality of the work and its compliance with the construction contract, who devotes appropriate attention to performing such reviews and, ultimately, certifies (AIA) or recommends (EJCDC) payment by the owner. Payment requests, whether or not signed by a licensee, are typically **not** sealed by a design professional.

Applying Seals and Signatures

When it is necessary to apply the seal and signature of the design professional serving in responsible charge to instruments of service, security of the seal should be considered. When the deliverables are voluminous, such as sealing and signing 50 or 100 or more drawings, a busy professional engineer, registered architect, or other licensed design professional may be reluctant to take the time to sit in the conference room with the rubber stamp of their seal and an inkpad, applying their seal to each drawing. Often, there is temptation to hand the seal and inkpad to a junior staff member, such as a CAD/BIM operator, together with a request for them to spend the next 60 or 90 minutes in the monotonous task of repeatedly applying the seal. Such action is not necessarily counter to statutory requirements, but it may also not be good practice. A licensed design professional should always consider the need to maintain proper security concerning their seal, even with a trusted subordinate. Even when the subordinate has repeatedly proven their trustworthiness, upon completion of application of the seal, the seal should be immediately returned to its owner and not left unsecured in the conference room where the drawings were laid out.

In many cases, current, prevailing practice involves applying electronic seals and, often electronic signatures. In such cases, security concerns are elevated regarding electronic seals and signatures, because they are easy to reproduce, forward, and use in an unauthorized manner. Electronic seals and signatures, and their security, are addressed in, [“Part 2 – Electronic Seals and Signatures”](#) of this series.

Laws and regulations governing the design professions are rarely so specific as to mandate whether an **original** seal and signature is required on each copy of the associated instrument of service, or whether only the original document needs to bear an original seal and signature. Common practice is typically the latter, although persons serving in responsible charge should always be aware of, and comply with, applicable statutory requirements. Virtually by definition, using electronic seals or signatures means that only the “original” is sealed and signed. However, practices vary by design firm and the individual. In some cases, an electronic seal and signature may perhaps be included in the native (executable) file format, such as a “.dwg” file of a drawing, or a “.docx” file of the project manual or specifications. Alternatively, the seal and signature might be added only to a portable document format (“.pdf”) file, either printed on paper and sealed and signed and subsequently scanned to a “.pdf” file or saved as a .pdf and electronically sealed and signed. The latter is typical when sealing and signing using digital certification via an application such as Bluebeam Revu. Because “.pdf” files can typically be easily edited or converted into an-

other editable file format, such as Microsoft Word or other executable file format. Consideration should be given to properly securing (electronically protecting) seals and signatures in “.pdf” files. When sealing and signing using a digital certification applied through Bluebeam Revu or a similar application, subsequent revisions of the certified document will result in removal of the seal and signature.

When applied, seals and signatures should always be legible. In particular, this means that “wet” seals should be applied using appropriate ink pads. Using old, dried out ink pads that will result in an indistinct or faded-looking seal should be avoided, especially when such originals will be reproduced. Inked seals should always be firmly applied to create a distinct image. Common mistakes during application of inked seals include pressing too lightly, pressing too hard (thereby resulting in a “heavy” and possibly indistinct image), and twisting the seal while it is pressed on the paper (which may result in smudging or other reduced legibility). The same concerns are relevant when an electronic facsimile of a seal is created by scanning a paper copy of the seal and signature.

Signatures should be as clear and distinct as allowed by the handwriting of the individual. Laws and regulations governing the design professions typically require the signature be applied either directly adjacent to or over a portion of the associated seal. However, the applied signature should not cover or obliterate essential information communicated by the seal, such as the licensee’s name, license number, issuing jurisdiction, and type of license.

Even when not expressly required to do so by statute, it is advisable to clearly indicate the date the seal and signature was applied, typically directly adjacent to the seal and signature. Sealing and signing using a third-party digital certification typically results in a dated time stamp adjacent to the seal or signature. Some jurisdictions may further require explicit indication of the expiration date of the licensee’s current license or registration (as applicable) adjacent to the seal.

Seals and signatures should always be applied only on an appropriate background. They should not be applied over other text or graphics because doing so is very likely to obscure critical, required information indicated on the seal or signature and thus perhaps call its validity into question.

While physical or electronic stamps are likely most common, using an embossed, metal seal may be necessary in some instances. Such devices create a raised impression of the seal in the paper. Many of the same recommendations presented above for physical and electronic stamps apply to using embossed, metal seals. Raised seals should not be applied over other

text or graphics. Where it will be necessary to reproduce the sealed document, including electronic copies, raised seals may not properly appear in copies.

Non-compliance and Consequences

Many disciplinary cases considered by architecture and engineering licensing boards involve misuse or improper application of seals and signatures. This is likely because draft instruments of service remain, virtually by definition, preliminary until the time they are sealed and signed by the design professional in responsible charge. Therefore, it is possible that a licensing board might not consider disciplinary cases involving matters of responsible charge or inappropriate instruments of service unless the associated documents have been sealed and signed.

Examples of situations where seals or signatures were not properly used are discussed in [“Ethics: Codes of Conduct for Design Professionals, Part 1 – Introduction and Ethical Dilemmas”](#), and, [“Licensing Boards: Entities that Govern the Design Professions, Part 4 – Enforcement”](#), both previously published on this writer’s blog. Furthermore, the National Society of Professional Engineers (NSPE) Board of Ethical Review posts on its website [redacted summaries](#) of selected cases. Regardless of whether one is an engineer, architect, or other design professional, these summaries are educational. While the NSPE summaries address many different ethics situations, the Board’s website allows visitors to filter the case summaries by predetermined topics. The Board’s cases involving sealing and signing-related matters are available [here](#).

Non-compliance with laws and regulations concerning use of seals and signatures can be serious, with substantial consequences. Matters that typically constitute a violation of applicable statutory requirements, including misuse of seals and signatures, together with typical procedures for how licensing board disciplinary cases are handled, and potential consequences when a person is convicted of misconduct, are discussed in [“Licensing Boards: Entities that Govern the Design Professions, Part 4 – Enforcement”](#).

Conclusions

Laws and regulations governing the practice of the design professions in the United States are not always as clear or explicit as might perhaps be desired by practitioners. While sealing and signing of construction drawings, specifications, technical reports, and calculations required for permitting and approvals is typically necessary, statutory requirements often do not address details and nuances such as exactly which types of technical reports must be sealed and signed, sealing and

signing of construction specifications, precisely how and when calculations should be sealed and signed (especially when they are developed using software applications and computer spreadsheets), and sealing and signing of other documents such as addenda, construction contract modifications, and administrative forms and certifications. Knowledge of the purpose of sealing and signing is often needed to obtain appropriate insights regarding how and when to properly seal and sign such documents. In the end, design professionals’ seals and signatures must be clearly and properly applied and used. Failure to do so has potential to result in significant consequences.

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