

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

March 2026

Upcoming Events

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: Attendees will be eligible for up to 4 AIA HSW Learning Units, from among various, alternative educational sessions and tours.

Description: **Hosted by CSI Buffalo-WNY Chapter.**

CSI's Northeast Region's annual conference will include: Thursday - registration open, welcome reception, and hospitality suite. Friday - exhibit hall, tours of the Darwin-Martin House (designed by Frank Lloyd Wright), and the Richardson-Olmstead Campus (designed by architect Henry Hobson Richardson and landscape architect Frederick Law Olmstead), multiple presentations (AIA HSW accredited), including: "Artificial Intelligence and Machine Learning – Ethical and Professional Considerations for Engineers and Architects" , by

Larry Zamojski, PE, of Hatch Associates; "We Didn't Turn it Around on a Dime – Historic Rehabilitation Tax Credits", by Kerry Traynor, of KTA Preservation Specialists; "Mechanics of Preparing Construction Specifications: Practices for Clarity and Risk Management", by Kevin O'Beirne, PE, of HDR; Panel Discussion: "Product Evaluation, Selection, and Procurement: Alternative Viewpoints of Priorities", moderated by Steve Van Dyke, RA, of Nault Architects; and at least one additional educational session; happy hour/scholarship fundraising auction, and banquet. Saturday - annual meeting, CSI-National update, SPECtalks (three, separate non-technical, short presentations on entertaining and informative topics), awards lunch, and CSI lead-

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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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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 Editor:

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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.

Editorial

Planning the Regional Conference

By Kevin O'Beirne

As everyone who reads this newsletter is aware by now, CSI's Buffalo-Western New York chapter is hosting CSI's Northeast Region annual conference in Buffalo on May 14-16, 2026. Planning the conference is a joint effort between the host chapter and the Region, with slightly more than half the effort falling to the host chapter. This editorial lets our readers know a little bit about the effort going into planning the conference.

The Buffalo chapter's conference planning committee is led by Jim Bourgeois. Approximately a half-dozen other members of the Buffalo chapter board are part of the committee, together with a representative from the Region. The committee has held conference calls every two weeks since September 2025. In between the conference calls, committee members have undertaken a variety of tasks to help ensure the conference will be a great experience for attendees and show Buffalo in a positive light. Our city is at the far-western end of the Northeast Region, making many conference registrants travel fairly long distances to attend. However, the committee intends to make their time and effort worthwhile by displaying some of Buffalo's most notable architectural heritage sites, and major redevelopment and construction projects, together with worthwhile educational programs, all carried out with professionalism and efficiency and, hopefully, a touch of class.

Committee members have identified the conference venue, and worked with the conference location to plan space allocations and layouts for exhibition and presentation rooms. Appropriate tours have been identified, together with making arrangements with the tour sites and charter bus companies for the associated transportation. Corporate sponsors and exhibitors for the conference

have been identified, solicited, and recruited, with fairly considerable effort. An array of presenters and panelists have been recruited to provide educational programs on a variety of topics, together with many other, moving parts that make up a conference for approximately 125 to 150 attendees. Buffalo chapter members have drafted considerable material for the conference's website indicating interesting things to do in Buffalo and nearby areas, listing restaurants and bars within walking distance of the conference venue, and presenting information on various Buffalo-area architectural and engineering landmarks. The Buffalo Chapter's board has undertaken all these activities while simultaneously planning and carrying off the chapter's annual Architect's Ski Day event at Holiday Valley in Ellicottville NY. In addition, the board members also have paying jobs where their employer expects them to devote considerable time to benefit the employer's organization.



to benefit the employer's organization.

The Northeast Region does not leave the host chapter to their own devices in planning and implementing the annual conference. First, and perhaps most importantly, the

Region takes the financial risk and signs the contracts with the conference venue, transportation companies, and others. The Region has primary responsibility for planning activities and presentations scheduled for Saturday at the conference, while the host chapter is responsible for most of the activities scheduled for Friday.

Of incredible assistance to the Buffalo chapter in preparing for and planning the conference was Marty Helly, RA, an architect and consulting specifier, a member of CSI's Worcester, Massachusetts chapter. Marty was truly the guiding hand behind the Buffalo chapter's planning of what will be a successful conference. His experience and extremely agreeable personal style greatly eased the planning effort. Sadly, a large wrench was tossed into all this when Marty unexpectedly passed away

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ership workshops. Conference is all day Friday and Saturday.

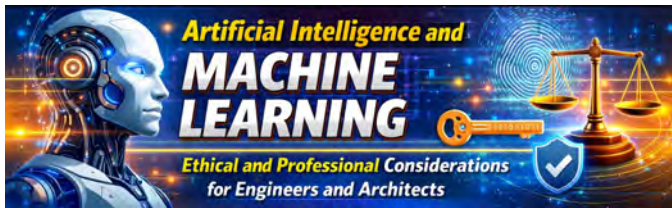
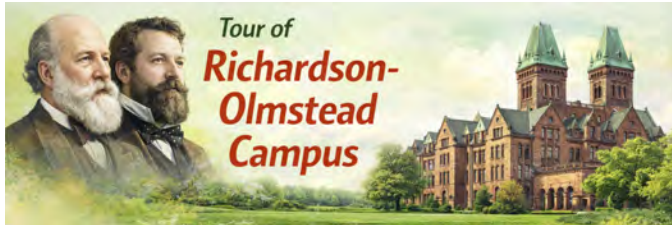
The event's theme is, "Kicking Off Project Success—Buffalo Proud".

Cost: Full conference: \$150 CSI members, \$200 non-members; Friday educational sessions + banquet: \$100 CSI members, \$125 non-members. See conference website (link below) for complete information. Prices indicated here do not include hotel lodging, which is the responsibility of individual registrants.

Reservations Due By: May 13, 2026.

To Make Reservations: conference.nercsi.com

For Additional Information, visit conference.nercsi.com, **or Contact:** Jim Bourgeois, (732) 253-2678, jbourgeois@marinoware.com



CSI National Conference

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

Date and Time: October 7-9, 2026.

Location: Phoenix AZ, (venue location TBA).

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.

Cost: TBA

Reservations Due By: TBA

To Make Reservations: As of March 6, 2026, registration was not yet open.

Report on 2026 Architect's Ski Day Event

CSI's Buffalo-Western New York chapter again hosted a very successful Architect Ski Day event on February 5, 2026, at Holiday Valley in Ellicottville NY. The event attracted a total of 175 participants, including skiers and non-skiers.

As in past years, the event included both excellent

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skiing on Holiday Valley's slopes, together with an exhibit hall for sponsors and building product representatives, together with plenty of food, hot chocolate, and, so we hear, a few libations. The day's weather was good for skiing, with light snow and cold temperatures. For those spending any time outdoors and not skiing, the weather in Ellicottville was downright cold, with morning temperatures of -8 and daytime high of 21 degrees F.

Brad Vaillancourt again served as the Buffalo chapter's point person for the Ski Day event, with lots of assistance from several other chapter board members. A photo of some of the action on the slopes is below, and a more complete collection of



photos and captions is presented as an attachment to this issue of the newsletter.

on February 17, 2026, of a heart attack. This writer had a very enjoyable, 30-minute conversation with Marty just over a week before his unexpected passing. His loss has created a significant hole in the planning committee, as well as for the Region in several other respects, although the Region and the Buffalo chapter have closed ranks and are effectively moving forward on all aspects of the conference despite losing Marty as both an advisor and a friend.

The conference is shaping up to be a very good one, held right here in Buffalo and highlighting our profession and our locality. All members of the Buffalo chapter should strongly consider attending the conference on May 14-16, 2026. Complete information on the conference and registration is presented on the first page of this issue of *The Scope*, and on the conference website. The conference planning committee will undoubtedly need additional volunteers for the conference itself to assist in presentation rooms and in other respects, so please contact any member of the Buffalo chapter board to volunteer. Furthermore, we hope that many of the readers of this newsletter will consider attending the conference, regardless of whether they are dues-paying CSI members, because the conference is shaping up to be an extremely worthwhile experience, particularly for professional development, networking, and friendship.

See you at the Conference on May 14-16!

[End]



Landmark Structures

Buffalo's City Hall

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

Buffalo City Hall is one of the most recognizable civic buildings in the United States, a towering Art Deco landmark rising above Buffalo's Niagara Square. Because of both its art deco architecture and its status as the second-tallest building in Buffalo, City Hall is a landmark structure.

City Hall's construction in the early 1930s marked a turning point in Buffalo's civic identity, architectural ambition, and urban development. The story of why it was built, how it came to occupy its prominent site, and how it has evolved over nearly a century reflects the city's growth, aspirations, and changing needs.

By the early Twentieth Century, Buffalo had outgrown its existing municipal facilities. The city's government was scattered across multiple buildings, many of them aging, cramped, or poorly suited to modern administrative functions. Buffalo's population had surged during the late Nineteenth and early Twentieth Centuries, driven by industrial expansion, immigration, and its strategic position as a Great Lakes port. As the city's responsibilities grew, so did the need for a centralized, efficient municipal headquarters.

The old City Hall, located on Franklin Street, had been adequate when Buffalo was a smaller city, but by the 1920s it was widely regarded as obsolete. Offices were overcrowded, record storage was insufficient, and the building lacked the infrastructure needed for modern governance. Civic leaders recognized that a new facility was essential

not only for administrative efficiency but also as a symbol of Buffalo's status as a major American city. A new City Hall would consolidate government functions, improve public access, and project an image of stability and progress.

The decision to locate the new City Hall at Niagara Square was both practical and symbolic. Niagara Square, designed in the early Nineteenth Century by Joseph Ellicott, was intended as the

civic heart of Buffalo. Its radial street plan made it a natural focal point for public life. In 1907, the massive McKinley monument, featuring a 96-foot tall-obelisk, was dedicated in the center of Niagara Square. The monument commemorates the memory of United States President William McKinley, who was assassinated in Buffalo in 1901 during the Pan-American Exposition. Despite the monument, by the 1920s, the square was underutilized, surrounded by a mix of older residences, small commercial buildings, and vacant lots.



City planners and civic leaders saw an opportunity to transform Niagara Square into a true municipal center. Placing City Hall there would anchor the square with an enormous public building, stimulate redevelopment of the surrounding area, and reinforce the original vision of the square as the city's civic core. The site also offered ample space for a large structure and was centrally located within the downtown street grid.

The land chosen for the building included the former site of Mayor Samuel Wilkeson's house, which had later been replaced by a gas station. That structure was demolished to make way for the new City Hall, symbolizing a transition from Buffalo's early residential past to its modern civic future.



Buffalo City Hall under construction in 1930 (photo from buffaloah.com)

The architecture firm selected for the project was Dietel, Wade & Jones, led by George J. Dietel and John J. Wade. Their design embraced the Art Deco style, which was then at the height of its popularity. Art Deco was associated with modernity, optimism, and technological progress, qualities that Buffalo's leaders wanted the new City Hall to embody. The building's vertical lines, geometric ornamentation, and stylized motifs were intended

to convey both grandeur and efficiency.

The architects designed a 32-story skyscraper rising 398 feet, making it one of the tallest municipal buildings in the United States at the time. The structure's steel frame allowed for its impressive height, while its granite and limestone exterior gave it a sense of permanence and dignity. The building's massing steps back as it rises, a characteristic Art Deco technique that creates a sense of upward movement and reduces the visual bulk at street level.

The façade incorporates symbolic motifs reflecting Buffalo's history, industry, and natural environment. Stylized eagles, sunbursts, and geometric patterns adorn the exterior, while the building's tower is capped with a distinctive crown that enhances its skyline presence.

Construction began with a groundbreaking ceremony on September 16, 1929, just weeks before the stock market crash that ushered in the Great Depression. Despite the economic turmoil, the project moved forward, providing much-needed construction jobs during a period of rising unemployment.

The general contractor was the John W. Cowper Company, a firm with a strong reputation in Buffalo. The company had previously built notable structures such as the Statler Hotel and the Buffalo Athletic Club.

The total cost of the project was \$6.85 million, a substantial sum at the time but considered a worthwhile investment in the city's future. The building was completed for occupancy on November 10, 1931, and its formal

dedication was on July 1, 1932, coinciding with Buffalo's centennial celebration.

City Hall's interior is as impressive as its exterior, featuring a rich array of materials, artwork, and architectural details. The lobby and public spaces are finished with marble, bronze, and decorative plasterwork, reflecting the craftsmanship and artistic ambition of the era.

One of the most notable interior features is the Common Council Chamber, which includes American walnut paneling and a stained-glass ceiling depicting the Buffalo sky. The chamber's design emphasizes both formality and openness, creating a dignified setting for legislative proceedings.

Murals throughout the building depict scenes from Buffalo's history, industry, and civic life. These artworks were intended to inspire civic pride and educate visitors about the city's heritage. The building also includes intricate metalwork, custom light fixtures, and decorative motifs that reinforce the Art Deco aesthetic.

The observation deck on the 28th floor offers panoramic views of Buffalo, Lake Erie, and the surrounding region. This public amenity reflects the



City Council Chamber in Buffalo City Hall

building's role not only as a center of government but also as a symbol of the city's connection to its landscape.

The dedication of Buffalo City Hall on July 1, 1932, was a major civic event. The ceremony coincided with Buffalo's centennial celebration, linking the new building to the city's historical legacy. Civic leaders, dignitaries, and thousands of residents attended the

event, which included speeches, tours, and public festivities.

The new City Hall was hailed as a triumph of modern architecture and a testament to Buffalo's resilience during difficult economic times. Its completion symbolized the city's confidence in its future and its commitment to efficient, centralized government.

The construction of City Hall transformed Niagara Square and the surrounding downtown area. The building's presence encouraged the development of new commercial and civic structures, reshaping the urban landscape. Its height and distinctive design made it a focal point of the city's skyline, reinforcing Niagara Square as the symbolic center of Buffalo.

City Hall also influenced architectural trends in the region. Its Art Deco style inspired other buildings constructed during the 1930s, contributing to a cohesive architectural identity in parts of downtown Buffalo. In particular, Court Street, between Niagara Square and Lafayette Square, featured several buildings, constructed in the 1930s, in the Art Deco style, including the Rand Building, the Industrial Bank Building, the Michael Dillon Federal Courthouse, the Walter J. Mahoney State Office Building, and the lobby at the Hotel Lafayette.

During the 94 years since its dedication, Buffalo City Hall has undergone numerous renovations and upgrades to maintain its structural integrity, modernize its systems, and preserve its historic character.



Artwork in Buffalo City Hall (photo by uncoveringnewyork.com)

In the mid-Twentieth Century, the building received updates to its mechanical systems, includ-

ing heating, ventilating, and electrical infrastructure. These improvements were necessary to accommodate changing technology and increased demands on the building's facilities.

Beginning in the late Twentieth Century, preservation efforts focused on restoring the building's original Art Deco elements. This included cleaning and repairing the exterior stonework, restoring interior murals and decorative finishes, and refurbishing historic light fixtures and metalwork.



The Goo Goo Dolls in concert at Buffalo City Hall, July 4, 2004

As accessibility standards evolved, the city undertook modifications to ensure compliance with the Americans with Disabilities Act. These changes included installing ramps, upgrading elevators, and modifying restrooms and public areas to improve accessibility for all visitors.

This writer's first visit to Buffalo City Hall, to attend a business meeting, was in either late 1989 or early 1990. At the time, the building's numerous elevators each needed a full-time operator, who asked visitors what floor they needed to access and then operated a complex system of electro-mechanical levers. At the time, I was incredulous that such a building still had a full-time employee riding up and down in each elevator every day. While most buildings constructed with older-style elevator controls had replaced them with modern, push-button-operated elevators between 1955 and 1975, the elevators in Buffalo's City Hall were not so upgraded until the mid-1990s.

In the Twenty-first Century, the city has implemented energy efficient lighting, improved insulation, and modernized HVAC systems to reduce City Hall's energy consumption and operating costs. These upgrades were designed to preserve the building's historic character while enhancing its

sustainability.

City Hall has been the site of every Buffalo mayoral swearing-in since 1932, together with passage of many important legislative acts by the City Council. Niagara Square has long been the city's primary site for political rallies and speeches, civil rights demonstrations, labor union gatherings, and public vigils and memorials. The square frequently serves as a staging or ending point for parades, holiday events, and citywide celebrations. As just one example, for many decades, Buffalo's sizeable St. Patrick's Day parade has progressed from Niagara Square, in the shadow of City Hall and the McKinley Monument, up Delaware Avenue. Other examples include rallies celebrating the Buffalo Bills' four consecutive appearances in the Super Bowl, in 1990-1993, as well as other Buffalo Bills' rallies in subsequent years.

City Hall was the most likely location where one of the city's most famous modern quotes was given. During the Blizzard of

1985, Buffalo Mayor Jimmy Griffin, who also served as acting Streets Commissioner, advised the public on January 19, "Stay inside. Grab a six-pack and watch a good football game."

In the Twenty-first Century, City Hall served as a backdrop for a two-day rock concert, concluding on July 4, 2004, with a set by Buffalo's own Goo Goo Dolls, attended by 40,000 fans. The band's set was memorialized on their first live album and concert video. The stage was erected on the steps of City Hall, with the building's colonnaded entrance forming a fantastic backdrop for the band.

The Taste of Buffalo, the city's major food festival, has been held in and around Niagara Square since 2005. Each year, in mid-July, the festival attracts hundreds of thousands of attendees, with the square as a central venue. The festival was held on nearby Main Street between 1984 and 2004.

Occupy Buffalo, part of a larger, national movement protesting income inequality and other social matters, began its encampment in Niagara Square on October 1, 2011. Protesters maintained a continuous presence in the square until the encampment was cleared by the city on February 2, 2012.

Buffalo City Hall was fire-bombed on the night of May 30, 2020, during the first major wave of Black Lives Matter protests in the city. This incident occurred as thousands of demonstrators gathered in and around Niagara Square to protest police brutality following the killing of George Floyd in Minneapolis. While the firebombing did not result in significant damage to the building, it did spur an unusually impassioned media statement by Buffalo Mayor Byron Brown, who addressed



The Taste of Buffalo, showing City Hall, in 2016 (photo from theodysseyonline.com)

the then-as-yet unknown vandal in an angry tone, “We have you on camera, you idiot!” It was probably one of Mayor Brown’s most memorable quotes during nearly 20 years in City Hall.

In addition to housing a myriad of City of Buffalo municipal departments, City Hall also hosts the offices of the Buffalo School District, Buffalo Sewer Authority, Division of Water and its related utility authority, Buffalo Economic Renaissance Corporation, and others.

Buffalo City Hall is recognized as a historic landmark and is listed on the National Register of Historic Places. As such, ongoing preservation efforts focus on maintaining the building’s architectural integrity while adapting it to contemporary needs. Regular maintenance, structural assessments, and restoration projects ensure that the building remains a functional and iconic part of Buffalo’s civic landscape.

Buffalo City Hall stands as a testament to the city’s architectural ambition, civic pride, and historical legacy. Built during a period of economic uncertainty, it has endured as a symbol of Buffalo’s resilience and commitment to public service. Its Art Deco design, rich interior artwork, and prominent location at Niagara Square make it one of the most significant municipal buildings in the United States. Today, it continues to serve as the seat of municipi-

pal government and a cherished landmark structure, embodying nearly a century of Buffalo’s history.

Selected References

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Buffalo City Hall - grokipedia.com, [grokipedia.com/page/ Buffalo_City_Hall](http://grokipedia.com/page/Buffalo_City_Hall)

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Specifications Language Words to Avoid in Specifications

By Kevin O'Beirne

Construction specifications should have appropriate wording, because they are part of the construction contract. Many considerations apply to phrasing the requirements of specifications, including coordination among the various elements of the construction documents, avoiding repeating and conflicting requirements, using proper language and style, and many others. This article focuses on the relatively narrow topic of words that should be avoided in construction documents. When such words or phrases are used at all, proper care and consideration is necessary to reduce the potential for unintended interpretations.

Many drafters of specifications and other construction documents frequently employ words such as, "all" and "every". The likely rationale for this may be the desire to prohibit or limit contractor change proposals and claims that the drafter envisions will be submitted unless the contract language expressly indicates that requirements apply to "all" and "every" instance. However, terms such as "all" and "every" should typically be avoided, both because they are unnecessary and, when used inconsistently (as is often the case) can lead to unintended interpretations.

In resolving disputes between the parties to construction contracts, courts and arbitrators have frequently ruled that the wording of a construction contract, including its specifications, should be construed against the documents' drafter, which is typically the owner and its design professional. This is because courts and arbitrators typically, of necessity, interpret that the drafter of the construction documents exercised appropriate skill, care, and professional judgment in developing the construction documents, using deliberately chosen words and phrases.



Contracts typically require that the contractor perform all of the work shown and indicated in the contract documents for the associated contract price. Accordingly, there is no need to repeatedly indicate "all" and "every", because the contract already requires that the contractor provide all of the work.

The true disadvantage of using "all" and "every" is when they are selectively used, rather than used consistently in virtually every provision of the specifications and other contract documents. Indeed, seeing the words "all" or "every" in virtually every paragraph of the specifications would become tiresome. Using such words in

This article presents words and phrases that should typically be avoided in construction documents, selected by this writer based on personal experience. Opinions and experience by others may perhaps add to or delete from the words and phrases indicated below. This article is not intended as all-encompassing or comprehensive.

some provisions and not others has potential for a court or arbitrator to determine that omission of the word from certain provisions was intentional by the drafter, and that the owner is due "all" of a certain work element or activity only when the word "all" or "every" was expressly indicated. Thus, by selectively using "all" or "every", a project owner and design professional may actually end up with a court or arbitrator determining that the contractor was obligated to perform "all the work" or "provide every item" **only** at locations where such phrasing was expressly used. One party might argue that "all materials" includes every possible material needed, while another might interpret it as only those

"All" and "Every"

explicitly indicated.

“And/or”

Due to its vagueness, “and/or” should not be used in construction documents. “And/or” is a grammatical conjunction used for indicating that one, more, or all of the cases it connects may occur. Taken literally, “and/or” means one or more, or all of a string of words is required or possible. As such, it is indefinite and vague. The interpretation of “and/or” in contracts has been addressed in various court and arbitration decisions, often highlighting the term’s ambiguity.

For example, language in specifications may include, “Provide all necessary and/or required items for a complete system.” This could be interpreted as either, “Provide all necessary **and** required items...”, or “Provide all necessary **or** required items...” The first might be interpreted as requiring only items that are necessary **as well as expressly required** by the contract documents, which might be more exclusive and limited than may be intended by the drafter. The second might mean the contractor has the **option** to provide work that is either “necessary” **or** that is expressly required by the contract, **but not both**. Either of these interpretations is unlikely to be consistent with the intent of the owner and design professional. A better means of stating such a requirement might be, “Provide items as required, necessary, or both, for a complete system.”

“Any”

“Any” should be avoided in construction contracts because it is indefinite and vague. When used in specifications or contracts, “any” may be interpreted as allowing either contracting party to make a determination, which is probably not what is intended by the drafter. For example, a common expression observed by this writer in construction specifications is “fix any defects discovered after installation.” Such a requirement might be interpreted as meaning, “when one or more defects are apparent after installation, select any single one of them, provide an appropriate remedy, and you have complied with the entire requirement.” The foregoing would potentially relieve the contractor from remedying all of the defects except the one selected by the contractor. In most cases, the drafter probably intended, “when defects are apparent after installation, fix or remedy all of them.” Better wording would likely be, “remedy defects that become apparent following installation.”

“Attention of the contractor is directed

to” and “special attention of the contractor”

Many construction specifications include phrasing that admonishes the contractor to pay particular attention, or, “special attention”, to a certain contractual requirement, site condition, or other item. Such expressions should typically be avoided, because they may be interpreted as elevating the importance of certain contractual provisions over others. The intent of most drafters of specifications and contracts is that equal weight should be given to all requirements, without one particular provision being construed as more important than others. Indeed, AIA A201—2017, *Standard General Conditions of the Contract for Construction*, Section 3.5 (“Warranty”), and EJCDC C-700—2018, *Standard General Conditions of the Construction Contract*, Paragraph 7.17 (“Contractor’s General Warranty and Guarantee”) each require that all the work shall comply with the contract documents and shall not be defective. Neither draws any special attention to certain elements of the work, because all parts of the completed construction must comply with the contract.

Accordingly, it is unnecessary to include language such as, “attention of the contractor is directed to”, or, “special attention of the contractor...”, using such language may have potential to support a contractor’s subsequent contention that certain provisions of the specifications or contract were intended to be “more important” than others.

“Best”

The word, “best, should typically be avoided in specifications, because it is likely to be interpreted as establishing a higher standard of quality than is actually required by the construction contract. This writer has seen numerous examples of construction contracts and specifications with phrasing such as, “materials, equipment, and construction provided shall be of the best quality.” Such a requirement may obviate the need for most of the specifications, which often require a level of quality somewhat less than the “best”. In fact, “best” is an exceedingly high, and typically very expensive, standard that may be nearly impossible to achieve. Furthermore, exactly how to determine whether an item or element of the work is “the best” may be subjective.

General conditions that are widely used in the United States do not require the subjective quality level of “best”. Rather, they require that the contractor comply with the contract documents. For example, Section 3.5.1 of AIA A201—2017, states in part, “*The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of*

good quality and new unless the Contract Documents require or permit otherwise.” Similarly, Paragraph 7.04.B of EJCDC C-700—2018, requires “All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents.”

“Care should be taken”

Many specifications advise the contractor that, “care should be taken” while performing a particular work activity. While drafters of such language doubtless intend to helpfully highlight for the contractor certain aspects of the work that the drafter believes are critical for achieving the required quality or that represent a special hazard to persons or property, such language is often undesirable. As discussed above in this article’s section titled, “Attention of the contractor is directed to’ and ‘special attention of the contractor’”, both AIA A201 and EJCDC C-700 clearly and expressly require that all the work comply with the contract documents and not be defective. Therefore, there is no advantage whatsoever to attempting to direct the contractor’s attention to certain work activities that require special care to achieve the required quality. Doing so may have potential for an interpretation that the contractor did not necessarily have to exert care in performing the work unless the specifications or contract explicitly required it.

Both Paragraph 7.13 (“Safety and Protection”) of EJCDC C-700—2018, and Article 10 (“Protection of Persons and Property”) of AIA A201—2017, make the contractor solely responsible for safety and protection measures associated with performing the work. Therefore, there is no need to direct the contractor’s attention to take particular care of performing any part of the work that has potential to adversely affect safety of persons or property. Again, highlighting that care should be taken in performing only selected activities could result in an interpretation that such care is mandatory only when the specifications or other contract document expressly calls the contractor’s attention to it.

“Conformance”

Many construction specifications include phrasing such as, “Perform [work activity] in conformance with the Specifications”. *The American Heritage Dictionary, Second College Edition* (1985) is the ordinary dictionary on this writer’s shelf, and defines “conform”, in part, as: “... 1. To correspond in form or character; be similar. 2. To act or be in compliance; comply. 3. To act in accordance with current customs or modes...” The same source indicates that, “comply” means: “... 1. To act in accordance with another’s command, request, rule, or

wish. 2. *Obs.* To be courteous or obedient...”. In January 2025, other, online dictionaries included very similar definitions of “conform” and “comply”.

As indicated by the definitions, above, the meaning of “comply” is quite clear, while the definition of “conform” varies between “comply” and, “To correspond in form or character; be similar.” Because of the somewhat ambiguous meaning of “conform”, which may be interpreted as requiring that the work merely, “be similar to” contractual requirements, in construction specifications and contracts, the word, “comply” should typically be used in place of, “conform”.

“Etc.”

“Etc.” is an abbreviation of, “et cetera”, which is a Latin expression meaning, “and other things”. *Black’s Law Dictionary, Tenth Edition* (2014) states, regarding “etc.”, “usu. [usually] means other, unspecified items in a series.” A key word of concern in the definition in *Black’s* is, “unspecified”. Exactly what is required in a contract or specifications that include the word, “etc.” is unstated and left to the interpretation of the reader. Indeed, courts and arbitrators rendering decisions have provided various interpretations of what is meant by “etc.” depending on circumstances. Therefore, “etc.” is unspecific, vague, and should not be used in contracts and specifications. In addition, using “etc.” may appear unprofessional and suggest that the drafter did not take the time to fully articulate the terms of the contractual requirements.

Various alternatives may be employed in lieu of “etc.”. These include: (1) “Including but not limited to”, which clarifies that the list provided is not exhaustive and other, similar items may be included; (2) “Such as”, which can be used to give examples without implying that the list is complete; and (3) “And other similar items”, which indicates the list includes similar items not explicitly mentioned. However, specifications and contracts are best when they are clear, specific, and unambiguous, so expressions like “including but not limited to”, “and other similar items” and “such as”, should be used rarely and with care.

“Fix” and “Repair”

A common requirement observed by this writer in many construction specifications is, “fix [or repair] any defects”. Defective work means work that has either been damaged as a result of the contractor’s action or inaction, or that does not comply with the contract documents. As cited earlier in this article, Section 3.5.1 of

AIA A201—2017, and Paragraph 7.04.B of EJCDC C-700—2018, each require that materials and equipment incorporated into the work shall be new and of good quality. AIA and EJCDC standard contract documents each also require that all work comply with the contract documents. Therefore, most project owners likely expect to receive completed construction that has not needed repairs or “fixing”. Some owners may envision a hack job when reviewing draft construction specifications that require either “fixing” or “repairing” defective construction. Project owners and design professionals most likely expect defective work to be remedied not as a repair, but rather to result in “like new” construction.

Rather than specifications language such as, “fix [or repair] any defects”, better wording would be, “promptly remedy defective Work”. The word, “remedy” means counteracting or eliminating something undesirable, without necessarily implying a repair. A remedy might include complete removal and replacement when necessary, an appropriate repair resulting in like-new construction, or other solution.

“Is to”

“Is to”, and its shorter cousin, “to” (e.g., “contractor to promptly remedy defects”), should typically not be used in contracts and construction specifications, because such expressions do not constitute a definitive command or obligation. “Is to” appears to be either permissive or a statement of anticipation, rather than an explicit requirement that must be performed. Wording such as, “contractor to fix any defects”, might potentially be interpreted as meaning, “contractor might fix any defects,” “contractor ought to fix any defects,” or “contractor will fix any defects, one of these days, when the contractor feels like it”. None of these potential interpretations are likely what is intended by most drafters of construction specifications and contracts.

Many construction specifications use, “is to” or “to” rather than commands that more-clearly communicate an obligation or requirement, such as “shall”, or “must”. For additional information on such terms, see [Specifications Language: The Meaning of “Shall,” “Will,” and “Must”](#), previously published on this writer’s blog.

Legalese

Occasionally, construction specifications and contracts feature phrasing often known as *legalese*. In January 2025, “legalese” was defined in [Miriam-Webster’s online dictionary](#) as, “the specialized language of the legal profession”, and, in the *Cambridge online dictionary* as, “language used by lawyers and in legal documents that is difficult for ordinary people to understand.”



Selected examples of legalese include, “hereinafter”, “hereinbefore”, “notwithstanding”, “aforementioned”, “hereto”, “herein”, and others. More extreme examples include Latin terms such as “prima facie”, “estoppel”, “nunc pro tunc”, and others. Such terms should typically be avoided in construction specifications and most contracts, because construction contracts should be easily understandable by all project stakeholders.

Inappropriate use of legalese may lead to interpretations that differ from those intended by the drafter. Using specifications and contract language understandable by ordinary people may also reduce the parties’ legal costs in the event of a claim or dispute.

The word, “herein”, is frequently employed in specifications and contracts. Its meaning may not be as obvious to all readers as its drafter might desire, because the meaning of “herein” can be vague: does it refer to “Here in this paragraph”? “Here in this article”? This section? Or anywhere in the contract as a whole? Accordingly, consider avoiding “herein” and, instead, indicate expressly what is intended, such as, “As indicated elsewhere in this Article, ...”

“As per”

Some construction specifications employ, “as per”, and “per”, as synonyms for, “in accordance with” and similar phrases. For example, “Provide steel per ASTM A36.”

“As per” and “per” are best avoided for this context. While *Black’s Law Dictionary, Tenth Edition* (2014) indicates that, “as per”, when used in contracts, typically means “in accordance with”, it also describes, “as per” as a “barbarism”. *The American Heritage Dictionary*,

Second College Edition (1985) defines “per”, in part, as “1. Through; by means of: *per bearer*. 2. To, for, or by each; for every: *40 cents per gallon*. 3. According to; by: *per instructions...*”. None of the foregoing really means, “in accordance with”, although the third definition may perhaps be similar. To summarize, the meaning of “as per” and “per”, as replacements for “in accordance with” is unclear and ambiguous.

For clarity, use “in accordance with”, or a similar expression, rather than “as per” or “per”. For example, “Provide steel in accordance with ASTM A36.” Wording that is better and more succinct is, “Provide ASTM A36 steel.” The word, “per” should be used in specifications and contracts only to mean “by each”, as in “cubic feet per minute”. In specifications, it is often advisable to write out “per”, rather than abbreviate it with a slash (cubic feet/minute).

Pronouns

Pronouns such as, “it”, “its”, “itself”, “he”, “him”, “he/she”, “him/her”, “they”, “them”, “their”, “this”, “those”, “who”, and others, should be avoided in construction specifications and contracts, because of their ambiguity. However, this writer has seen too many examples of pronouns in specifications and contracts to count, such as: “Contractor and its employees shall, at all times, be under the control of its site superintendent. All employees shall report each day to him/her.” Pronouns should be avoided because the entity to which they refer is unclear, potentially setting the stage for requests for interpretations during the bidding/procurement stage and construction, as well as construction stage changes, claims, and disputes.

It is probably unreasonable to expect that every instance of a pronoun can be completely eliminated. However, gender-based pronouns, can be, and likely should always be, avoided. Contractors include personnel of different genders. Pronouns in construction contracts are often masculine (“he” and “him”), but some entities, perhaps seeking a form of gender neutrality, employ, “he/her” and “he/she”. Better phrasing for the example presented in the paragraph, above, is: “Contractor’s site superintendent is responsible for actions and inactions of workers at the Site. Workers shall report to Contractor’s site superintendent at the start of each work day.”

“Requirements of”

Specifications and contracts frequently employ language requiring that a certain work result or performance obligation be, “in accordance with the requirements of” some other, particular specifications section or contractual provision. In such cases, the words,

“requirements of”, can be omitted without reducing clarity or the meaning of the provision. Although including the words, “requirements of”, does not create ambiguity, such words are simply unnecessary and only add to the word count. Therefore, they are not necessary in specifications and contracts.

“Should”

“Should” is a permissive expression that is typically inappropriate in construction specifications and contracts. It allows the entity to whom the provision is directed, which is typically the contractor, discretion in whether to perform the associated requirement (for example, “contractor should promptly remedy defects.”). When specifications and contract language follow CSI’s drafting axiom that contractual language should be clear, concise, complete, and correct, specifications generally do not need to include advisories and discretionary language. Rather, such language should be limited to the express obligations of the contracting parties. Contractual language should be specifically directed to one of the contracting parties; in construction specifications, most of the language is directed to the contractor and indicates the contractor’s **obligations**.

Although this writer has rarely seen it used, for the same reasons, specifications and contracts should avoid using the word, “could”. Discretionary language should be avoided unless the intent is to allow the contractor the option of selecting from multiple alternatives for performing a particular work result. When indicating a contractual obligation, words such as, “shall” or “must” should be used (for example, “contractor shall provide bricks”), or, even better, indicative phrasing should be employed (for example, “provide bricks”). For additional information, see [“Specifications Language: The Meaning of ‘Shall,’ ‘Will,’ and ‘Must’”](#), previously posted on this writer’s blog.

Small Words

To streamline the language of specifications and contracts, “small words” such as, “the”, “a” or “an”, and the like can be omitted. While there is, grammatically speaking, nothing wrong with including such words, they add little to enhance the meaning and interpretation of specifications and contracts. For example, phrasing such as, “obtain written approval from the Owner and the Architect”, should be shortened to, “obtain Owner’s and Architect’s written approval.”

In some cases, “small words” may be needed, especially when referring to other elements of the construction documents. For example, wording such as, “in accordance with the Contract Documents”, likely reads better than, “in accordance with Contract Documents”. Wheth-

er or not to include “small words” needs to be determined on a case-by-case basis but, in many circumstances in specifications and contracts, “small words” should be omitted.

“So as to” and “in order to”

The expression, “so as to” is a synonym for, “in order to”. Neither expression should be used in construction specifications or contracts, because, at best, they represent unnecessary verbosity and, at worst, may create the undesirable impression that the specifier should justify the requirements to the contractor. In the relatively rare circumstance where an expression like, “so as to” or, “in order to” are truly necessary, the shorter, “to”, should be used. For example, when tempted to write, “Provide traffic controls so as to maintain safe roadway conditions,” more succinct phrasing is, “Provide traffic controls to maintain safe roadway conditions.”

“Strict”

This writer has reviewed numerous specifications on many projects employing words such as, “Perform [indicate work activity] in strict accordance with these Specifications and with applicable building codes.” Undoubtedly, drafters of such language seek to communicate that the subject work activity is of critical importance, which is why such requirements must be “in strict compliance”. The drawback of selective use of “strict” is similar to the reasoning why the word, “all” should be avoided: its omission from other provisions might be interpreted as communicating that other requirements of the contract will **not** be “strictly” enforced. Of course, the intent of all construction contracts is that all of the work must be in full compliance with the contract documents.

The model language for scopes of services in widely-used professional services agreements indicates that, when the design professional is aware of defective work, they are to “reject” such work. Such provisions of professional services contracts and construction contracts do not indicate or imply that defective work will be rejected only when it fails to comply with provisions that are to be “strictly” enforced.

Thus, the word, “strict” should typically be avoided in specifications and contracts. Rather than using wording like, “Perform [indicate work activity] in strict accordance with...”, the same meaning is communicated via, “Perform [indicate work activity] in accordance with...”

“To the satisfaction of”

A surprising number of construction specifications obli-

gate the contractor to perform certain work activities, “to the satisfaction of Architect”, “to the satisfaction of Owner”, or “to the satisfaction of” somebody else. Such requirements are extremely vague and should be avoided. Bidders understandably are challenged in attempting to determine the cost of performing a certain work activity “to the satisfaction of” a particular person or entity not under the contractor’s control. Exactly what might satisfy that person or entity is unspecified. Depending on how hard they are to satisfy, such vague contractual language could potentially allow the owner, design professional, construction manager, or someone else to establish new and, perhaps, very high standards for what would be necessary to result in “satisfaction”. Thus, when used in construction specifications and contracts, the expression, “to the satisfaction of...”, represents significant cost- and time-based risk to prospective bidders and the contractor. Frequent use of such wording, or using such an expression, for even one particularly expensive or challenging construction activity, has the potential to result in increased prices bid or proposed to the owner, as bidders will include hidden contingencies in their pricing in an attempt to cover their risk.



Rather than establishing ambiguous requirements, such as, “to the satisfaction of...”, construction specifications and contracts should clearly indicate the required standards for performance and quality of the completed work. When specifications discuss matters that cannot be accurately foreseen at the time of contract drafting, such as provisions that address remedying defective work or restoration of damaged property, rather than using words such as, “to the satisfaction of...”, alternative, better wording is, “in accordance with the Contract Documents”, or other, more-objective wording.

Use With Care

The meaning of many other terms frequently used in specifications and contracts should be expressly indicated, to reduce the potential for misunderstandings and disagreements. Such terms include, “as directed”, “as required”, “as shown”, “as indicated”, and others. Additional terms whose meaning is often expressly indi-

cated in contracts and, therefore, should be used properly and consistently, include, “furnish”, “install”, “provide”, “perform”, and others. The meaning of the latter terms is expressly set forth in Paragraph 1.02.E of EJCDC C-700—2018. Paragraph 1.02.B of EJCDC C-700—2018 also expressly indicates the meaning of “as allowed,” “as approved,” “as ordered,” “as directed”, “reasonable,” “suitable,” “acceptable,” “proper,” and “satisfactory”. Although AIA A201—2017 does not assign an express meaning to such terminology as does EJCDC C-700, most Division 01 specifications reviewed by this writer, intended for use with AIA A201, include language assigning specific meaning to terms in language similar to that used in EJCDC C-700 Paragraph 1.02. Drafters of specifications and contracts that will, or may, include such words should ensure that the meaning of such terms is clearly addressed in the associated contract.

Specifications Language Resources

This article has narrowly focused on selected words that should be avoided in specifications and contracts. Many other resources are available that address both the topic of this article as well as the broader field of specifications language. While it is beyond the scope of this article to present a bibliography of resources, additional information is available in CSI’s *Project Delivery Practice Guide, Third Edition (2020)*, especially in Section 5.3.3, “Specification Language”, and CSI’s *Construction Specifications Practice Guide, Second Edition (2021)*, especially Section 11.8, “Specification Language”, and Section 15.4, “Specification Language”. In addition, articles on [this writer’s blog](#) addressing other topics related to specifications language and content include:

[Random Capitalization: A Risk of Misinterpretation](#)

[Numbers \(Numbers\) in Contracts and Specifications](#)

[Specifications Language: The Meaning of “Shall,” “Will,” and “Must”](#)

[Specifying Practices Coordinated is the Fifth “C”](#)

[Specifying Practices--Laws and Regulations in Construction Documents](#)

[Specifying Practices—Permits and Construction Documents](#)

Conclusions

Many considerations apply to the language employed in constructions specifications and contracts, including grammar, style, consistency with contractually-defined terms and terminology, and others. Words and expressions that should either be avoided or used rarely and

after careful consideration, is a somewhat narrow slice of a larger topic, but is one that is both very important and, perhaps, under-appreciated. Using words that are vague or can lead to unintended interpretations is an avoidable drafting practice that likely increases the overall project cost paid by the owner and transfers additional risk to the contractor. Specifications and contracts are best when they are clearly written and lend themselves to interpretations consistent with the original intent of their drafter.

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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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Info as follows:

The Buffalo Architecture Foundation netted \$1,100 this year. These funds will go towards this year's Architecture + Education event which kicked off with our symposium on 2/6.

<https://buffaloarchitecture.org/programs/architecture-education/>

Stats for this year's program are:

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- 15 architects / designer volunteer teachers
- 22 UB student teachers
- 3 BPS schools: 17, 80 and 81
- 9 classrooms
- 189 participating BPS students

Also - please consider coming to our annual Meat Raffle fundraiser. It will be Friday 2/27/2026. It's a blast and there are even more prizes to be won! More info can be found and tickets can be purchased here:

<https://givebutter.com/OBamQi>

Thursday Night Set Up.

Below
Special Cameo appearance of Joanne Harris
“Official Faux Snow Designer”.



Above
Rob Fohl and Bob Rumpl assembling table signs.

Thursday Night Set Up.

Below
Deborah Siener preparer of the snack tables.



Above
Jim Bourgeois signage installer extraordinaire.

Frank Mruk, FAIA, LEED AP
President CSI
Northeast Region



Above Left to Right
Bill Ferguson, Jim Bourgeois, Frank Mruk, Deborah Siener, and Dave Rood









Missing from our pictures is Bob Kimmel, Brad Vaillancourt, and Kevin O'Beirne.

I want to thank our Board for putting together this event. Without them this would not happen.

Kevin O'Beirne Thank you for your write ups in our newsletter and helping us help us to get the message out.

Bob Kimmel, thank you for making sure the bills are paid.

Brad Vaillancourt, Thank you for making sure Bob K. has the money to pay the bills.

Once again you have done a great job handling the registrations and sponsorship.

Deb Seiner thank you for procuring the Holiday Valley contract and coordinating the event.

Rob Fohl thank you for gathering all the snack stuff and goodies.

Bill Ferguson, thank you for your help in tearing down and setting up the donuts in the am.

Bob Rumpl thank you for keeping us on track and having the floor plan so that the event goes smoothly.

I would also like to thank our sponsors who with their help to make this a successful event.

Please help to support them as they have supported us.

And last but not least to the 180 registrants that come to this event. Thank you all.

How can I forget the guy who was in charge of the bagels, donuts, and muffins.

Dave Rood, President

