

# **PUNCH LIST**

# **CONSTRUCTION LEXICON - GC VERSION**

Reflecting on the strange universe that is commercial construction, I am amazed at the vast gap between what appears to be, and what is. Subcontractors deal in tangible, substantial work, often forgetting that general contractors often deal in a less tangible reality. Hence, when GCs and subs talk, each hear the words, and yet, utterly fail to communicate.

As a public service to the construction industry, here are some examples showing the communication breakdown between some GC's and subs, and a guide to interpretation. Understand these differences, and you are on your way to understanding construction, so here are some key construction terms, followed by the GC and Subcontractor definitions of each.

### CONTRACT DOCUMENTS:

<u>For the Subcontractor</u>: The subcontract agreement, with the scope of work matching the subcontractor's bid – usually also, includes plans and specifications to the extent they apply to the subcontractor's scope of work.

For the General Contractor: The subcontract agreement, the general contract with the owner, the plans and specifications for every scope and division of work (including the pages they left out when they asked you for that quick price and emailed over the sheets they thought you would need at half scale), the payment and performance bonds they didn't tell you about when you bid the job, the fantasy-land schedule they didn't prepare until three weeks after the project started, and, of course, anything else they can think of that makes your life difficult.

### SCOPE OF WORK:

For the Subcontractor: All of the work reflected in the plans and specifications which the subcontractor relied on when preparing the bid, as reasonably reflected in the subcontractor's bid or proposal, along with incidental work reasonably related to the subcontractor's work.

For the General Contractor: Each and every item of work, no matter how bizarre or arcane, which might be remotely tied up with the subcontractor's scope of work, including several completely-unrelated items which the G.C. forgot to get bids on, but doesn't want to eat, so he is hoping you won't notice that has been "back-doored" into your scope of work. Also, includes any additional work made necessary by the owner, or as a result of work being done out of sequence as a result of mismanagement. Basically, whatever the GC says it is.

### TIMELY PAYMENT:

<u>For the Subcontractor</u>: Payment for properly-performed work, less the agreed-upon retainage, within a reasonable period after application for payment by the subcontractor – 30 days is reasonable.

For the General Contractor: 75 days after application for payment by the subcontractor, provided, of course, that the general contractor has already been paid by the owner and has had at least 45 days to play with the money, draw interest on it, or make payments on the 52 foot Sea Ray Cruiser up at the lake, the one christened, "Backcharge."

### WAIVER AND RELEASE WITH PAYMENT:

<u>For the Subcontractor</u>: A sworn document by which the subcontractor agrees, in consideration of payment to the subcontractor of cash money, to release the subcontractor's right to claim for payment and to claim a mechanic's lien, to the full extent of the payment received.

For the General Contractor: A release and waiver, from the beginning of time until the second coming, of all rights you have, may have ever had, or may ever have, to money, personal freedom or oxygen; must be tendered in advance of any money changing hands.

### CHANGE ORDER:

<u>For the Subcontractor</u>: Documents additional work requested by the general contractor or owner, with a reasonable description of the changed or added work, the price to be paid for the work and the additional time for the performance of the work. Typically, delivered before the extra work is done.

For the General Contractor: Mythical document which could, hypothetical, arrive a couple of months after the job is over, relating to extra work the sub performs. Usually, in an amount which is a meager fraction of the subcontractor's already-discounted quotation for performing the extra work, before the general contractor hammered on the sub to do the work without a change order. Often preceded by assurances like "...go ahead, do the work, we will work it out later – trust me!"



Sewall "Spike" Cutler Park Central 7 12750 Merit Drive Suite 1450 Dallas, Texas 75251 214.219.0800 Continued on Page 7



## **MEET THE PANEL**

### MAYOR ARMIN MIZANI CITY OF KELLER



Armin Mizani has a passion for serving his community. Armin served as a Keller City Councilman from 2014 to 2018, and in December of 2020 was elected to serve as Mayor of Keller, Texas. Armin has been

recognized as "Best Local Government Official" by Keller voters and readers of the Fort Worth Star Telegram. Armin's work in the community led to an appointment by Texas Governor, Greg Abbott, to serve on the Automobile Burglary and Theft Prevention Authority. In that capacity, Armin worked with law enforcement agencies throughout the State of Texas to combat the multi-billion dollar enterprise that is auto theft and crime.

Armin has focused on providing an energetic, principled, and idea-driven leadership style to Keller Town Hall. As Councilman, Armin Mizani heard from many taxpayers who felt that their property taxes was pricing them out of their own home. As a result, Armin introduced and fought for the first ever increase to the Keller Homestead Exemption in over 30 years. In his first year as Mayor, Armin fought for the single largest tax relief measure in city history - implementing a tax rate that fell below the "Effective Rate" and putting in place Keller's largest increase to the Homestead Exemption which reduced the taxable valuation of Keller taxpayers' homes by the state max 20%. In addition, Armin championed and authored Keller's revision to the Ethics Policy. The revision requires councilmembers, commissioners, and city staff to disclose any conflicts of interest and recuse themselves from participating in any votes. The policy also encourages citizens to participate in the process by providing a mechanism in which they can hold their elected leaders accountable.

Armin is an attorney and business owner whose law practice has been recognized by national and statewide organizations. In addition, Armin's law practice instituted a "Teacher of the Month" program where one teacher is recognized each and every month for their positive impact on our kids and community.

Armin and his wife Kathy are proud parents of 2 kids, Aiden and Kendall. They practice their Christian faith at Good Shepherd Catholic Community and are proud to call Keller home!

### MAYOR JOHN B. MUNS CITY OF PLANO



Mayor John B. Muns became Plano's 40th Mayor on May 10, 2021. Prior to becoming mayor, he served the Plano community in many capacities, including a variety of leadership roles. His most recent position was Chair of

the Planning and Zoning Commission. Prior to that, he served on the Economic Development Board.

Mayor Muns has an extensive background focusing on educating Plano's children. He served on the Plano Independent School District Board as a Trustee for sixteen years with three of those years as President.

One of his core beliefs is if you want to live in a vibrant community, you should give back to your community through service.

As Mayor, John is committed to listening to Plano's citizens and providing transparency in services by leveraging resources to share the many ways our City is accessible. The idea is to improve by working in partnership with our citizens in a collaborative way.

Mayor Muns is a member of the United States Conference of Mayors and the National League of Cities.

Mayor Muns was born in Dallas and moved to Plano in 1970 with his family. He graduated from Plano Senior High School in 1978 and earned a bachelor's degree in Marketing and Management from Abilene Christian University. He is currently a General Partner with Muns Enterprises and previously served as Vice President with Wyatt Cafeterias.

His life in Plano has always included community service. He has served on many boards including Children's Medical Center, YMCA, Plano Sports Authority, Journey of Hope, and City House among others.

Mayor Muns' commitment to our youth and their families is unwavering. The Plano Mayor's Summer Internship Program continues to offer our high school students a life-changing experience in our premiere companies through an 8-week internship.

Mayor Muns is proud of his more than fifty years living in Plano. He and his wife, Joa, have raised four children here and now enjoy watching their own children raise their families in Plano.

### MAYOR STEVE BABICK CITY OF CARROLLTON



A Chief Financial Officer for both large public and small private entities throughout his career, he currently works with Waud Capital via a platform investment company, HSI fueling organic and M&A growth; additionally, an investor via a holding company of small and mid-cap companies he provides mentorship through the Dallas Entrepreneur Center and Addison Treehouse.

Babick is member of the DFW Region CFO council and prior panelist at conferences. He has been named a Forbes Finance Council Advisor participating in Advisory Panels and contributing publisher via Forbes and Forbes.com.

A graduate in Finance & Accounting from the Florida State University, he earned his MBA from Amberton University while working full-time.

Steve has rotated as Mayor Pro-Tem (2020-2021) and Deputy Mayor Pro-Tem (2016-2017). While on Council, he has served on the Redevelopment Committee, Transit Oriented Development (TOD) Committee, liaison to Metrocrest Chamber of Commerce, Museum Board, Landfill Commission. Environmental Distinction Award Committee, liaison to Planning & Zoning, Property Standards Board, Traffic Advisory Board, Neighborhood Advisory Board, Parks Board and the Carrollton Wind Symphony. He represents Carrollton on the Metrocrest Chamber of Commerce, with prior posts to Trinity River Waste Water Authority Board, ad-hoc committees for the DFW Regional Chamber and the Dallas State of Entrepreneurial Innovation. He is a mentor to youth of all ages through the Early College High School, CFBISD schools and Boy Scouts.

Prior to being elected, Steve served on the Historic Preservation Advisory Commission, the Tax Increment Reinvestment Zone Commission (TIRZ) and the Board of Adjustments (aka Property Standards Board). Steve has been an Ambassador of the CFBISD since 2014 and served on the LISD Facilities Advisory Commission 2016 -2017. Steve recently reactivated his Rotary membership, initially inducted in 2015. He was honored to serve as the Grand Marshal for the 2017 MLK Parade.

Steve was elected to return to Council in May 2018 after an unsuccessful campaign for Mayor following his initial term in May 2017. He was re-elected for a second term in May of 2021.

### COUNCILMAN AL ZAPANTA CITY OF IRVING



Albert (Al) Zapanta was re-elected to District 6 of the Irving City Council in May 2021 and is serving his second term in office.

Councilman Zapanta is President and CEO of the United States-Mexico Chamber of Commerce, which operates eight regional

offices in the United States and eight in Mexico. He was the founding member and CEO of PAZ Resources, LLC, and was CEO of PAZ Energy. Councilman Zapanta worked in upstream operations of Atlantic Richfield Co. (ARCO Oil &Gas) and retired as Director of Governmental Affairs. He was responsible for negotiations with U.S. and Mexican governments on oil and gas matters and coordinated ARCO'S effort to deregulate the natural gas market which later became the Natural Gas Policy Act.

Councilman Zapanta is a retired Major General, U.S. Army. His military record includes the award of the Silver Star, 5 Bronze Stars for Valor, the Purple Heart, and 30 other awards during the Vietnam War era. He was awarded the Joint Service Commendation Medal for Desert Shield/Desert Storm, Restore Hope in Somalia and Restore Democracy in Haiti.

He held numerous Presidential appointments throughout his career, including White House Fellow with the U.S Department of Transportation, Senate-confirmed Assistant Secretary of the Interior for Management and Administration, U.S. State Department Advisory Committee on International Trade Technology and Development, and private sector delegate to the U.S.-Mexico Partnership for Prosperity and Chairman for the Reserve Forces Policy Board, U.S. Department of Defense.

Councilman Zapanta has a BA in Industrial Psychology, MA in Public Administration and has completed work for his PhD in International Political Economics from the University of Southern California. He graduated from the Harvard Graduate School of Business, the Inter-American Defense College at the National War College, Washington, D.C.

Councilman Zapanta has been married to his wife, Rochelle, since 1970. They have two daughters and one son. Zapanta has an extensive history of serving on various city and community boards.

Councilman Zapanta is the chair to the Planning and Development Committee and serves on the Public Safety Committee and Audit and Finance Committee. He is the Council liaison to Irving Flood Control District, Section III and Irving Sister Cities.

### MAYOR SEAN TERRY CITY OF CELINA



Mayor Sean Terry realized he had a passion for volunteering and serving the community at a young age. From his days as a firefighter to his role as

Mayor, Sean Terry has become a leader that is helping shape the future of Celina, Texas -a city he truly loves.

But, there's much more to Mayor Terry than just some words that look nice on a resume. For example, did you know that Mayor Terry had aspirations of joining the Secret Service? Or that he won't drink milk but loves the Buffalo Chicken Tenders from Lucy's? How about the fact that Mayor Terry would rather drive a Corvette listening to Waylon Jennings than ride a Harley with Led Zepplin cranked up! And there may be a little bit of discussion centered around a beer drinking goat as well!

Mayor Terry lives a very fast paced, demanding life and has served Celina, Texas for over 14 years.

Learn more about Mayor Sean Terry on the Celina, Texas Podcast.

www.celinaradio.com/mayor-sean-terry/



WALK ON THE CAPITOL Tuesday, January 31, 2023 Under the Dome with Political Insiders 2:00 PM - 4:00 PM DoubleTree Guest Suites Hotel

Tuesday, January 31, 2023 TCA★PAC Roundup & Legislator Reception *\*TCA★PAC Membership Required* Socialize with Legislators & their Staff over Food & Drinks! 5:30 PM - 8:30 PM Pelon's Tex-Mex Restaurant

> Wednesday, February 1, 2023 Walk on the Capitol 7:30 AM - 9:00 AM Breakfast & Briefing

7:30 AM - 9:00 AM Breaktast & Brieting 10:00 AM - Afternoon Legislator Meetings at the Texas Capitol

> AS CONSTRUCTION ASSOCIATION

## MAYOR JOHN HUFFMAN CITY OF SOUTHLAKE



Elected in 2021, John Huffman is Southlake's current mayor. His City of Southlake service stretches back to 2015 when he first took Place 5 on the Southlake City Council. Mayor Huffman has served as Mayor Pro Tem since 2019. During his time on Council, he has made the Southlake community his priority. Working alongside present and

past Council members and community leaders, he has served on the Southlake 2035 Corridor Committee, since 2018; Southlake Parks Development Corporation since 2015; and the Tax Increment Reinvestment Zone (TIRZ) No.1 since 2015. Mayor Huffman has been an active member of the Zoning Board of Adjustment since 2013, serving as Vice Chairman from 2013-2014; and Chairman from 2014-2015.

Mayor Huffman is a former Public Member of the Texas State Board of Examiners of Psychologists (2012-2018). He is also the Co-Founder and Past President of the NE Tarrant County A&M Club (2012 - present). He is the Co-owner of two businesses - 14 Day Kitchens and Impact Construction Company, LLC, a residential general contracting company.

Mayor Huffman lives in Southlake with his wife, Elizabeth, and his three children - Caroline, Andrew, and Anna. He is a Dragon Youth Baseball Coach and a Sunday School Teacher at FBC Grapevine.

\*Mayor Huffman was unable to attend due to an unexpected trip. He would love to attend a meeting to learn more about SAM!

### WALK ON THE CAPITOL A TCA EVENT

All you have to do is book a hotel, register with TCA, and SHOW UP!

Your participation in this event will help us educate our legislators about the issues we face in our businesses and show them how important they are to you. Most are unaware of our issues, and this is a great opportunity to educate them, too!

Contractors from all subcontractor and trade associations will attend, and we will all communicate the same message to as many legislators as possible.

Please make plans to join us!

# **TOP 10 OSHA SAFETY VIOLATIONS IN 2022**

The Occupational Safety and Health Administration (OSHA) has released its list of the most frequently cited safety standards violations for 2022. The annual list, based on worksite inspections, aims to alert employers and safety professionals about common violations to help prevent them.

Workplace injuries and illnesses can devastate employees and their families, but are also painful to a company's bottom line. Lost productivity and medical, legal, and workers' compensation expenses cost U.S. businesses billions of dollars each year. Add to that expense an OSHA citation, which can cost up to \$145,027 per violation, it is easy to see how an effective safety and health program saves money.

- Fall Protection-General Requirements 5,260 citations - OSHA's Fall Protection Standard remains at the top of the list for the twelfth year in a row. The standard outlines when and where fall protection is required and what safety systems and hazard controls must be used to prevent falls. (See OSHA Standard 1926.501 and DWC's Fall Protection for the Construction Industry Workplace Program, English/Spanish.)
- 2. Hazard Communication 2,424 citations This standard requires companies to provide information about how to classify and label workplace chemicals. It also sets requirements on training employees, using safety data sheets (SDSs), and keeping a written workplace hazard communication plan. (See OSHA Standard 1910.1200; DWC's Hazard Communication Fact Sheet, English/ Spanish: and DWC's SDS Safety Training Program, English/Spanish.)
- 3. Respiratory Protection 2,185 citations The Respiratory Protection Standard directs employers to keep a respiratory protection program if workers must wear respirators to protect themselves. It includes specific rules for employee training and respirator selection. fitting, cleaning. use. maintenance. and repair. (See OSHA Standard 1910.134 and related OSHA resources.)
- Ladders 2,143 citations OSHA's Stairways and Ladders Standard establishes requirements for the safe use of ladders, extension ladders, job-made wooden ladders, and step ladders. (See OSHA Standard 1926.1053 and DWC's Ladder Safety 5-Minute Safety Training Aid, English/Spanish.)
- Scaffolding 2,058 citations The Scaffolding Standard covers safety requirements for airlifts, suspended scaffolds, supported scaffolds, and others. Common hazards associated with scaffolds include falls from an elevation due to lack of fall

protection; the collapse of the scaffold caused by instability or overloading; getting struck by falling tools, work materials, or debris; and electrocution due to scaffolds located too close to overhead power lines. (See OSHA Standard 1926.451 and DWC's Scaffold Safety Checklist, English.)

- 6. Lockout/Tagout 1,977 citations The Lockout/ Tagout Standard protects workers from amputations and other serious injuries that can arise from unexpected startups and cycling of a machine or the release of stored energy from a machine during servicing and maintenance. (See OSHA Standard 1910.147; DWC's Lockout/Tagout Fact Sheet, English/Spanish; and DWC's Lockout/Tagout Workplace Program, English/Spanish.)
- 7. Powered Industrial Trucks 1,749 citations This standard provides general design information and construction standards for powered industrial trucks such as forklifts or lift trucks used to raise, lower, or remove large objects. It also requires employers to ensure truck operators are properly trained in operation and safety standards. (See OSHA Standard 1910.178; DWC's Forklift Safety-Proper Load Handling 5-Minute Safety Training Aid, English/ Spanish); and DWC's Forklift Safety-Rules of the Road 5-Minute Safety Training Aid, English/Spanish.)
- 8. Fall Protection-Training Requirements 1,556 citations - This differs from the Fall Protection Standard mentioned in #1, which relates to physical hazard controls and fall protection systems. This standard provides guidance on employee-required training and education to prevent falls. (See OSHA Standard 1926.503 and DWC's Fall Protection for the Construction Industry Sample Written Program, English/Spanish.)
- 9. Personal Protective and Lifesaving Equipment-Eye and Face Protection – 1,401 citations - The Eye and Face Protection standard requires employers to provide eye and face protection to employees whenever necessary to protect against chemical, environmental, radiological, or mechanical irritants. (See OSHA Standard 1926.102 and DWC's Personal Protective Equipment Workplace Program, English.)
- 10. Machine Guarding 1,370 citations The Machine Guarding Standard describes safeguards to protect employees from rotating parts, flying chips, sparks, and other hazards caused by machinery. (See OSHA Standard 1910.212 and DWC's Machine Guarding Fact Sheet, English/Spanish.)



Cornerstone Safety Joe Smith Jssafety.cs@gmail.com

# SAM'S LIEN INFORMATION SERVICES

SAM collects and compiles the information on Mechanics Liens filed in Collin, Tarrant, and Dallas Counties on an ongoing basis. This information is available in a searchable spreadsheet on our website for our members. We are able to observe some trends and common owner issues. During our regular meetings, we invite our attendees to share their work experience with General Contractors, Engineers, and Architects as a way to help others when evaluating contracts and projects.

Our members find these two features the most valuable aspect of their membership in SAM. Contact Carrie Buckley today for more information - 817.266.1909 or execdir@sam-dfw.org.

# **MOST LIENED PROJECTS - 2022**

Project Address	City	# of Liens	Total Liens
15601 Addison Rd	Addison	18	\$1,343,976
6220 Mccallum Blvd.	Dallas	10	\$634,701.42
800 N. Harwood St	Dallas	9	\$3,726,538
4505 Beltway Dr	Addison	8	\$4,622,798
12900 Josey Lane	Farmers Branch	8	\$1,509,908
3501 N. Belt Line Road	Sunnyvale	8	\$1,233,818

# **MOST LIENED COMPANIES - 2022**

Company Name	# of Project Addresses	# of Liens	Total Liens
Hartman & Variations	24	41	\$39,780,594.75
Moon Hotel Arts District Ltd	3	11	\$3,848,508
Richardson Gateway LLC	3	13	\$1,360,447.38
Josey Lane Crossing LLC	3	10	\$1,562,208.35
Black Forest Ventures	2	12	\$975,895.45

# **UPCOMING EVENTS**

SAM UNIVERSITY Effective Communication

Tuesday, January 17 4:00 - 6:00 p.m. \$30.00 per person

Social Sidecar 5100 Belt Line Road Addison, TX 75254 SAM MEETING CPA Panel

Thursday, February 2 4:00 - 6:00 p.m. \$40.00 per person

Maggiano's Little Italy 6001 W. Park Blvd. Plano, TX 75093 CHILI COOKOFF Event with APWC

Thursday, February 9 12:00 - 2:00 p.m. \$10.00 per person

Coppell Old Towne Pavilion 768 W. Main Street Coppell, TX 75019

# **CONSTRUCTION LEXICON - GC VERSION (continued)**

### INDEMNIFICATION:

For the Subcontractor: A promise to protect the general contractor and owner from the consequences of the subcontractor's wrongful actions, including tendering of a defense of claims related to the subcontractor's negligent acts, and payment of any damages caused by the subcontractor's wrongful acts.

For the General Contractor: The promise by the subcontractor that, no matter what happens and whose fault it is, the subcontractor agrees if pay for the defense, and pay all the damages. Applied even if the accident or event is all the general contractor's fault.

#### **PROJECT SCHEDULE:**

For the Subcontractor: A comprehensive schedule, reflecting the various scopes of work on the project, and coordinating the work by the various trades on the project. Typically includes allowances for weather and other conditions, and is sequenced so that various trades do not interfere with each other.

For the General Contractor: An artful work of fiction, typically produced three weeks into the project, reflecting the expense and work two months ago, and clearly showing that those piles of dirt with holes dug between them are really grade beams, ready for the block work. See also, acceleration, overtime and divine intervention.

#### SUBCONTRACTOR'S DEFAULT:

For the Subcontractor: The subcontractor, without having interfered with or delayed by the owner, contractor or other subcontractors, fails to perform its work in a reasonable and timely way, and in accordance with the plans and specifications, and fails to make correction after receiving notice of the alleged default from the general contractor.

For the General Contractor: Whatever he says it is – typically "subcontractor's default" is defined by a general contractor as the subcontractor's failure to adequately recover for the general contractor from the GC's failure to start on time. Also, subcontractor's failure to run three shifts of 500 men each, to catch up with the 6-month delay in the project for which the subcontractor is in no way responsible.

#### GENERAL CONTRACTOR'S DEFAULT:

For the Subcontractor: The failure or refusal of the general contractor to tender payment to the subcontractor within a reasonable period following application by the subcontractor for payment for properly completed work. Also, failure of the general contractor to manage the project and work flow, such that the subcontractor is unable to efficiently and effectively prosecute its work.

<u>For the General Contractor</u>: No definition is available; no general contractor has ever actually defaulted – it's always the subcontractor's fault.

#### CONSEQUENTIAL DAMAGES:

For the Subcontractor: Money damages suffered as a result of improperly-sequenced work, loss of efficiency and damage to the work of the subcontractor by other trades or the general contractor. Typically, the result of project mismanagement.

<u>For the General Contractor</u>: Subcontractors cannot incur damages – it just can't happen. Any money the general contractor spent during the progress of the project provided, however, that the general contractor was thinking about construction or, at the very least, within the same county as a construction project; Subcontractors are responsible for all such damages.

#### **PROTECTION OF WORK:**

<u>For the Subcontractor</u>: Reasonable measures taken to protect the work in place from collateral damage by routine construction operations; also, reasonable measures by the subcontractor to avoid damaging completed work of others.

For the General Contractor: Unlimited responsibility for rebuilding and replacing any work of the subcontractor which is damaged, no matter how, after the subcontractor performs the work; does not include sequencing or managing a project so as to avoid damage by routine work.

#### **DEFECTIVE WORK:**

<u>For the Subcontractor</u>: Work performed which is not in compliance with the project design, as set forth in the plans, specifications and approved addenda.

<u>For the General Contractor</u>: Everything the general contractor says it is – if the general contractor rejects the work, it is defective. Live with it.

These are but a few of the construction terms which may have confused you in the past, to the point that some subcontractors contend that they are supposed to be paid money for construction work.

These descriptions are intended as a caricature, but inexorable trend of contracting practices and the contracting language which allow them, is pointing in this very direction. Some subcontract forms in common circulation today actually provide no promise of payment by the general contractor, and at the same time, prevent the subcontractor from suspending work, even if no money whatsoever is flowing. These subcontracts are like viruses, constantly evolving and presenting new threats, as the old ones are dealt with.

Be vigilant in evaluating the quality of contractors with whom you do business, and aggressive in reviewing and negotiating the subcontract which will control your relationship... it will serve quality subcontractors well in improving their bottom line, and improve the construction process as a whole. There are plenty of really god GCs – so choose carefully who gets the benefit of your skill and work!

Be careful out there!

Sewall C. "Spike" Cutler, Jr. is a shareholder in the Dallas law firm, Cutler ■ Smith, P.C. The firm which focuses upon representation of Commercial Construction Trade Subcontractors. Spike is a frequent presenter on subcontractors' issues, including subcontracts, lien law and performance issues, for subcontractor groups of all major trades, and has provided support the Subcontractors Association of the Metroplex from its first day of inception in 1992.

# **MEMBER HIGHLIGHTS**



Gibraltar Glass joined SAM in 2022. Here is a project they completed at Lincoln Center in Dallas.



King of Texas Roofing President Kelly Van Winkle will participate in this month's IRE Coffee Conversation on January 13.



TrendHR donated \$10,000 to Sharing Life Community Outreachon Giving Tuesday. They joined SAM in December!



WATER FLOW & REMOVAL Water flow and removal projects require a rapid response. Let Sunstate deliver the water and irrigation solutions you need, fast.

Sunstate Equipment is a longtime SAM Member.



Astro Sheet Metal fabricated the stainless steel signage and the maroon and white medal ribbons for Texas A&M University.



Woodwright fabricated and installed this beautiful wood staircase at the PGA facility in Frisco.

### **OUR ASSOCIATION LEADERSHIP**

Lorie Welch - Woodwright Eric Hernandez - Unity Insurance Partners Becca Neu - Neuco & Associates George McGraw - PlainsCapital Bank Debbie Parker - King of Texas Roofing Bryan Kindopp - Staley Steel Josue Garay - Garay's Concrete Work

Legal Counsel Spike Cutler Cutler-Smith, PC scutler@cutler-smith.com





Congratulations to Elyon Fire & Life Safety for being voted the Best Fire Prevention Service in Arlington in 2022!

Subcontractors Association of the Metroplex Carrie Buckley, Executive Director P.O. Box 210261 | Bedford, Texas 76095 817.266.1909

### How Can You Help SAM?

We have created committees that our board members chair.

We need committee members to help brainstorm and execute new ideas that the committees decide to implement in SAM.

This Association was created for YOU, the subcontractors in Dallas-Fort Worth. Your involvement is the key to your getting what you want from SAM!

Contact Carrie to sign up as a committee member.

