



4666 South 132nd Street
 Omaha, NE 68137
 Telephone: (402) 333-1462
 Fax: (402) 333-0182
www.mcneilcompany.com

SUBCONTRACT AGREEMENT

To:
 Fireplace Stone & Patio
 PO Box 45506
 Omaha, NE, 68145

Subcontract #: 14097
Date: 5/28/2025
Job: 1-2407 Schachne
Job Address: 13651 Cuming Street
 Omaha, NE, 68154

Description: 12407 - Fireplace Stone & Patio

Scope of Work:

Contractor employs Subcontractor as an independent contractor, to perform the following part of the Work which Contractor has contracted with the Owner to provide on the Project:

Subcontractor agrees to perform such part of the Work under the general direction of the General Contractor and subject to the final approval of the Owner and/or General Contractor, in accordance with and reasonably inferable from the Contract Documents. Subcontractor shall furnish all of the materials, along with competent supervision, shop drawings and samples, close-out documents, tools, equipment, hoisting, lifting, storage, applicable sales tax, and everything necessary, reasonably inferred and incidental to fully complete the Scope. To include, but not limited to, the inclusions and exclusions below:

The scope is based on the quote OM0000664955 & OM0000664961 and the selections made by the homeowner in the showroom on 4/15/2025.

Item Number	Description	Amount
1	Phase 10-310 Fireplace	15,058.45

Total Subcontract Amount: \$15,058.45

Inclusions:

Item Number	Description
1	Provide all material, labor, equipment, and supervision necessary to complete the work to furnish and install (1) Kozy Heat Callaway 50" Gas Fireplace model KOZ017160 (Lower Level Family Room)
2	Includes birch log set
3	Includes black burner glass media
4	Includes black perimeter glass media

5	Includes fan kit
6	Includes ductwork from fireplace to roof to complete a fully vented code compliant fireplace
7	Provide all material, labor, equipment, and supervision necessary to complete the work to furnish and install (1) Kozy Heat Nordik48 Gas Fireplace model KOZ017765 (Main Level Great Room)
8	Includes birch log set
9	Includes black glass refractory panel
10	Includes ductwork from fireplace to roof to complete a fully vented code compliant fireplace
11	Includes fan kit
12	Callaway 50" = \$6,693.41 ; Nordik 48" = \$8,365.04

Exclusions:

Item Number	Description
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Billings: McNeil agrees to payment of this contract in draws for work that is completed and approved. Receipt of invoice in our accounting office by the 25th of the month will be paid the following month. Final payment will be paid after work has been completed and approved by McNeil Company. Send all invoices to accounting@mcneilcompany.com

Quality Control: Quality control is crucial; unacceptable work and/or finishes which do not fall within industry standards will be replaced at no additional cost to the Contractor/Owner. Clean up your work on a daily basis to the dumpster on site provided by McNeil Company.

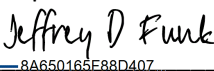
Safety: Safety shall meet or exceed all current OSHA standards. Subcontractor shall comply with McNeil Company safety policy.

Milestones: Fireplace rough-in scheduled for approximately August 2025.

Schedule: Any questions regarding schedule, please contact Madisyn Van Den Boogaart at 402-881-7745 or the on-site superintendent, Ron Milhan at 402-510-2810

Signed:

Fireplace Stone & Patio


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By _____
Jeffrey D Funk

Print Name

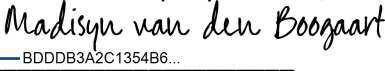
President

Print Title

6/5/2025

Date

McNeil & Company Builders, LLC


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By _____
Madisyn van den Boogaart

Print Name

Project Manager

Print Title

6/5/2025

Date

The Subcontractor agrees to:

1. Complete all work described in the plans and specifications for this project with the highest standards found in the local industry and in accordance with the attached Quality Control Checklist. Provide only new materials with substitutes used only if approved in writing in advance. Submit shop drawings and samples as required.
2. Subcontractor agrees to work exclusively with McNeil Company Builders on this project and further agrees not to negotiate or provide pricing directly to Client without written consent from McNeil Company Builders for a period of one year after completion of this contract with McNeil Company.
3. In the case of a change request from the Contractor, submit a written claim for adjustment to the contract sum necessitated by the change. Refrain from pursuing the applicable work until the change request has been agreed to in the form of a written change to this Subcontract Agreement, signed by both parties. Any such approved change will be made a part of this agreement as to all terms and conditions.
4. Comply with all applicable local, state, and federal rules and regulations bearing on the performance of the work under this subcontract. Take all required safety precautions. Secure and pay or all permits, fees, licenses, and inspections required for the execution of the Subcontractor's work.
5. Accept responsibility for all damage and clean-up caused by the Subcontractor which shall be deemed to include, but not limited to the following:
 - a) cleaning up, on a daily basis, of rubbish and debris resulting from the Subcontractor's work and removal of same from the Project,
 - b) cleaning of walls, floors, ceilings, or any other surfaces soiled by the Subcontractor,
 - c) repairing walls, floors, ceilings or any other surfaces damaged by the Subcontractor's work or required to be repaired as an immediate part of such work,
 - d) replacing all glass broken by the Subcontractor
 - e) The Subcontractor shall not be responsible for any damage or breakage existing at the time the Subcontractor begins work for which the Subcontractor notifies the Contractor in writing prior to commencing work.
6. Warrant for 1 year after project completion that workmanship shall be free from defects, and perform warranty work within ten days of notification unless required sooner for good cause. Promptly correct defective work found any time during construction.
7. Subcontractor agrees to indemnify, defend and hold the Owner harmless from and against all claims, suits, actions, liabilities, fines, penalties, amounts paid in settlement, cost and expenses, including reasonable attorney's fees, incurred or suffered by the Contractor (or any of its officers, directors, shareholders or affiliates) based on or arising out of any negligent act or omission on the part of Subcontractor, its employees, agents, suppliers or sub-subcontractors, or arising out of Subcontractor's breach of the Agreement. Such indemnification shall include (without limitation) all damages sustained by the Contractor as a result of any bodily injury (including death) and property damage caused by or resulting from the acts or omissions of Subcontractor and/or its employees, agents, sub-subcontractors or suppliers, as well as all claims that may be made against the Contractor by any employees of Subcontractor for injuries sustained by them in the performance of the Work or on any Job Site, unless and only to the extent that such injuries result directly from the sole gross negligence or willful misconduct of the Contractor. Any amounts due from Subcontractor hereunder may be deducted or withheld from any amounts due from the Contractor to Subcontractor.
8. Maintain General Liability insurance in the amount of \$1,000,000 per occurrence for combined single limit Bodily Injury and Property Damage and name McNeil Company Builders as an additional insured on the General Liability policy. Maintain Workers Compensation insurance as required by state law.
9. Inspect the work already completed by others prior to commencing the work and advise the Contractor of any conditions which will prevent him from properly performing work under this Contract. Submit a written list of such conditions if not corrected by others prior to commencement of the work.
10. Ensure the contract sum includes all work and materials required by all applicable local, state, and federal regulations, as well as the industry standards associated with the work covered by this Contract. Report any code violation, error, or omission in the contract documents prior to commencement of work.
11. Order all necessary materials, secure any applicable permits, and provide the skilled tradesmen required to perform the work in accordance with the Contractor's schedule as outlined on this Subcontract Agreement.

TERMINATION/DISPUTE

1. If the Subcontractor's work is stopped for a period of thirty days through no fault of the Subcontractor because the Contractor has not made payments as provided in this Agreement, then the Subcontractor may without prejudice to any other remedy he may have, upon seven additional days' written notice to the Contractor, terminate this Subcontract Agreement and recover from the Contractor payment for all work executed.
2. If the Subcontractor fails or neglects to carry out the work in accordance with the Contract Documents, or otherwise to perform in accordance with this Agreement, and fails within two days after receipt of written notice to commence and continue correction of such default with diligence and promptness, the Contractor may terminate this Subcontract Agreement and finish the work by whatever method he may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor. If such expense exceeds such unpaid balance, the Subcontractor shall pay the difference to the Contractor.
3. Any claim or dispute arising out of this Agreement shall be submitted to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The party whose position is substantially favored shall have its direct, indirect, legal, administrative, and all other reasonable costs paid for by the losing party.
4. This Subcontract and other documents described herein contain the final and entire agreement between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, or representations discussed in previous negotiations but not written herein; and it shall inure to the benefit and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

DocuSigned by: SUBCONTRACTOR:

Subcontractor
Name:

Jeffrey D Funk

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By:

Fireplace Stone & Patio

Print Name:

Jeffrey D Funk

Date:

6/5/2025

Phone:

(402) 884-8600

CONTRACTOR

MCNEIL COMPANY BUILDERS:

DocuSigned by:

Madisyn van den Boogaart

BDDDB3A2C1354B6...

By:

Madisyn van den Boogaart

Print Name:

6/5/2025

Date:

Phone:

(402) 333-1462

ADDITIONAL COVENANTS OF THE SUBCONTRACTOR

The Subcontractor agrees to provide the following with the returned, executed subcontract agreement or in the time period identified:

- 1. Cost breakdown of the subcontract (material, labor and subcontractors) or as appropriate for use in making and evaluating monthly pay request.
- 2. List of all major suppliers or subcontractors (over \$50,000.00) and dollar values for each.
- 3. A certificate of Insurance which states that, in addition to McNeil Company Builders, returned with contract.
- 4. Lien waivers (on form provided) will be required to be submitted with each request for monthly payment after the initial payment request. Lien waiver from major suppliers or subcontractors (over \$50,000.00) will also be required with each monthly payment request. A final lien waiver will be required prior to final payment.

Subcontractor
Name: Jeffrey D Funk
8A650465F88D407

By: Fireplace Stone & Patio

Print Name: Jeffrey D Funk

Date: 6/5/2025

Phone: (402) 884-8600

MCNEIL COMPANY BUILDERS:

DocuSigned by:
Madisyn van den Boogaart
DDDD83A2C1354B6

By: Madisyn van den Boogaart

Print Name: Madisyn van den Boogaart

Date: 6/5/2025

Phone: _____



Site Safety Rules

McNeil Company Builders is informing subcontractors that all OSHA safety rules must be adhered to in addition to the following:

*Report all unsafe conditions immediately to the project superintendent. No person is required to work under unsafe conditions 1926.20.

*All accidents or injuries no matter how minor shall be reported immediately to the project superintendent giving full details, identification & statements of any witnesses.

*All subs must have a competent person on the jobsite at all times during construction activities.

*All subs must have workers on site that have been trained in relation to the type of work being performed.

*Disciplinary Action will be taken should you or one of your employees violate the Site Safety Rules or the Standards set forth by OSHA.

* Individual disciplinary rules for site safety are:

- 1st offense is verbal warning.
- 2nd offense is written and a \$150.00 charge to the offending company.
- 3rd offense is removal from site for duration or until approved for reinstallation by McNeil Company Builders.

* Any lost time or delays in the project due to safety violation(s) will be at the expense of the offending contractor.

*All visitors must check in with the project superintendent prior to going on site.

*Appropriate attire must be worn at all times which includes, but is not limited to hardhats, safety glasses, high visibility apparel, full length pants and shirts with minimum of four inch sleeve. Shorts, tennis shoes and clothing with offensive language of any kind will not be allowed. No dangling or loose clothing or jewelry may be worn around moving machinery.

*Hearing protection in the form of earmuffs or approved ear plugs shall be worn on all high noise levels jobs as required or where duration at exposed levels exceeds what OSHA indicates is a permissible level.

*Fall protection is required per the OSHA regulations.

*All fall protection and life-saving equipment must be inspected prior to each use. Defective equipment must be immediately removed from site.

*Guardrails will be installed at the heights required by OSHA. If removing a guardrail for any reason, it must be re-installed immediately. Fall protection must be worn while guard rails are removed.

*Scaffolding must be inspected prior to use by a competent person. Scaffolding must be in good condition as per the OSHA standards.

*All electrical panels and ground fault circuit interrupters (GFCI's) must be inspected and tested weekly.

*Temporary electrical panels must be locked at all times. Only the electrician and the McNeil Company Builders site superintendent are allowed access to the panel. Lockout/tag-out procedures must be followed when working on energized systems.

*All subs must inspect their cords every day prior to use. Any cord found to be defective will be cut and taken out of service.

*All tools must have the appropriate guards in place at all times. In addition, all tools must utilize ground fault circuit interrupter (GFIC) protection. Tools found not to be in compliance with these requirements will be removed from the site or discarded.

*All equipment operators must have the required training before operating equipment on site. This includes but is not limited to forklifts, cranes and heavy equipment. Proof of training must be maintained by subcontractor if operating equipment.

*All equipment must be inspected daily according to manufacturer's inspection guidelines prior to use.

*All trenches / excavations must be in compliance with OSHA regulations. If deficiencies are found, the offending party must correct the conditions prior to trench re-entry and disciplinary action may result.

*All rebar, conduit, or other puncture hazards to any personnel walking or working in the area must be capped with the appropriate rebar caps, bent over or cut off to ensure the safety of all.

*Barricades are required around all excavations, holes or openings in the floors or roofs or whenever necessary to warn or prevent persons or equipment from falling including:

- If it is not appropriate to barricade a hole, all holes over 2 inches in diameter shall be covered. Covers must be of standard strength & construction and must be secured to prevent sliding.
- All covers shall be capable of supporting, without failure, at least twice the weight of any person equipment and materials that may be imposed on the cover at any one time.
- All covers shall be secured when installed so as to prevent accidental displacement by the wind, equipment, or persons.

- All covers shall be marked with high visibility paint showing the word “HOLE” or “COVER” or color-coded to provide warning of the hazard.

*All employees performing confined space work shall be properly trained. All necessary precautions must be met. Proper ventilation shall be maintained in enclosed areas when using equipment.

*Safety Data Sheets (SDS) (formerly known as MSDS) shall be provided by each subcontractor and placed in the project site office. Any product brought to the site must be accompanied with an SDS. Each affected person must be familiar with the information contained on the SDS. All gases & chemicals brought to the site must be properly stored and disposed of in accordance with applicable local, state and Federal laws.

*Subcontractors are responsible for daily cleanup of their work. If cleanup is not addressed adequately, McNeil Company Builders reserves the right to clean up the site at the expense of violating subcontractor(s).

* Subcontractors shall hold their own Toolbox Talks and provide documentation to the McNeil superintendent on a weekly basis. Attendance at weekly Tool Box Talks is mandatory. Each subcontractor shall sign in indicating their attendance.

*The project team shall complete a project specific safety plan prior to beginning Work. A Job Safety Analysis (JSA) shall be performed for all high hazard or non-routine tasks.

*Appropriate First Aid equipment and supplies shall be maintained in the project site office at all times.

*Illicit drugs and alcohol are prohibited. Anyone reporting to work under the influence of narcotics, intoxicants, or consumption of them during the workday will be removed from the project site. Any person that engages in horseplay, fistfights, unsafe acts, whistling, yelling at the public or obscene gestures, will be removed from the project site. Weapons of all types including firearms are strictly forbidden on the project site.

*Radios will not be allowed on the project site (other than in office) other than 2-way radios for jobsite communication.

If you have any questions about the new regulations, please ask the site superintendent or safety representative.



(402)333-1462

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OMAHA, NE 68137

FAX (402)333-0182

**This Document Must Be Returned With Your Contract
McNeil Company Builders**

By signing this document Fireplace Stone & Patio (subcontractor), is stating that all employees who are assigned to work at the job location specified in your contract will be trained in all aspects of the work being performed prior to engagement of work.

Furthermore, subcontractor states that all employees performing work at said location will be trained in any and all safety and health rules and regulations pertaining to the type of work being performed and the type of work being performed onsite prior to arrival onsite.

Furthermore, subcontractor states that all employees have been made aware of any and all safety rules applicable to their type of work and any and all site specific safety rules prior to engaging in work activities at the site.

Furthermore, subcontractor agrees to provide a "competent person" as defined by the OSHA standards on a daily basis when engaged in work activities. The "competent person(s)" who will be assigned to this location are: _____.

A copy of your site specific MSDS shall be left in the McNeil Company Builders site office and returned upon project completion.

DocuSigned by:

Jeffrey D Funk

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Authorized Agent of Subcontractor

6/5/2025

Date of Signature