



JOB NAME WRG New Office Building

RLCG JOB # 2249

This Job # **MUST** appear on all invoicing and correspondence.

Enclosed is the subcontract agreement for the above-named project. Please sign the agreement and all Exhibits and return to us within seven (7) days. We will then sign and return one fully executed agreement to you. The items indicated below are also required:

THE FOLLOWING ITEMS ARE DUE IN SEVEN (7) DAYS FROM RECEIPT OF SUBCONTRACT:

- **Signed Subcontract and Exhibits** – Execute and return via email.
- **Certificate of Insurance** - Requirements can be found within the subcontract; a sample certificate is included for your reference.
- **W-9 Form** – Complete & return.
- **Site Specific Safety Program** - for the project must be submitted in electronic format to Project Manager.
- **Safety Data Sheet (SDS) Material List** for the project must be submitted in electronic format to Project Manager.

THE FOLLOWING ARE DUE MONTHLY:

- **Pay requests** must be submitted no later than the 25th of each month. Any requests received after that date cannot be included until the next month's request. Submit monthly to the Project Manager and ap@ricelake.org.
- **Lien Waivers** must be returned before further payments will be issued. Lien waiver copies from your major suppliers and subcontractors are to be submitted also. Submit to ap@ricelake.org.

Please contact me with any questions.

Sincerely,

Dustan Nyberg
Project Manager

NOTE: We must have a SIGNED subcontract & current insurance certificate on file prior to mobilizing on site. All required paperwork must be submitted and current before any payments will be issued.

22360 County Road 12
PO Box 517
Deerwood, MN 56444
PH 218-546-5519
FX 218-546-7016

PROJECT INFORMATION/INSTRUCTION SHEET – Page 2

RE: WRG New Office Building

To enable the above project to flow more smoothly for both your company and ours, we have summarized critical information and commonly asked questions below. We would appreciate it if you would review each item carefully and follow each procedure listed.

RLCG PROJECT NUMBER: 2249

PROJECT ADDRESS: 22361 Co Rd 12 Deerwood, MN 56444

PROJECT SUPERINTENDENT: Jim Lange

SUPERINTENDENT CELL PHONE: 218-341-2146

PROJECT MANAGER IN OFFICE: Dustan Nyberg 218-772-8472

CORRESPONDENCE: Rice Lake Construction Group
22360 County Road 12
P.O. Box 517
Deerwood, MN, 56444

SUBMITTALS: Submit One (1) electronic copy in PDF file format of shop drawings/product data via email to Project Manager.

OPERATION & MAINTENANCE MANUALS: Submit One (1) electronic copy in PDF file format of operation and maintenance data via email to Project Manager.

PAYMENT/INVOICING: Pay requests must be submitted no later than the 25th of each month. Any requests received after that date cannot be included until the next month's request.

All invoices should be emailed to ap@ricelake.org

RETAINAGE: 5% retainage will be held

CHANGE ORDERS: Requests for change orders should be emailed to the Project Manager. Changes cannot be invoiced until change order is received.

LIEN WAIVERS: Signed lien waivers are required for each payment made, and you may be required to furnish material lien waivers from your suppliers. Submit to ap@ricelake.org.

SCHEDULE: This project is scheduled to start on 3/5/24 and be complete by 4/30/25

**RICE LAKE CONTRACTING CORP. STANDARD
SUBCONTRACT AGREEMENT (2020 edition)**
Subcontract No. 2249-10410

THIS SUBCONTRACT ("Subcontract") is dated 2/12/2025 and is between Rice Lake Contracting Corp., whose address is P.O. Box 517, 22360 County Road 12, Deerwood, MN 56444 ("Contractor") and Indigo Signs, whose address is 4133 Iowa St. Alexandria, MN 56308 ("Subcontractor"). Scot Kvamme 218-770-0455 scott.kvamme@indigosigns.com

WHEREAS, Contractor has entered into a Construction Contract with Spalj Real Estate, LLC ("Owner"), dated 11/1/2023, to perform work on a construction project described WRG New Office Building ("Project") in accordance with the General Conditions, any Special Provisions or Supplementary Conditions and all Contract Documents defined and enumerated therein, which documents will be collectively referred to as the "General Contract," a copy of which Subcontractor has reviewed and accepted as adequate and adequately describing the work required for the Project; and

WHEREAS, Subcontractor wishes to perform all or a portion of the work called for under the General Contract,

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Scope of Work and Price. Subcontractor shall furnish and pay for all labor, materials, supplies, equipment, and facilities required for the work described in the attached *Exhibit A* (the "Subcontract Work"), including all taxes, permits, royalties, and other fees, so the work and any incidental work thereto will be complete and in strict compliance with the General Contract and this Subcontract, including all Exhibits. The Subcontract Work shall be performed in a high-quality manner in accordance with applicable laws, regulations, ordinances, and industry codes and practices. The price to be paid for the Subcontract Work is also stated in *Exhibit A*. Subcontractor's insurance requirements are set out in *Exhibit B*. Subcontractor's safety obligations are set out in *Exhibit C*. Subcontractor's workforce participation requirements are set out in *Exhibit D*.

2. Agreement to be Bound. Subcontractor agrees to be bound to Contractor by all terms of the General Contract. *Subcontractor assumes toward Contractor the same obligations that the Contractor assumed toward Owner and agrees to all obligations, responsibilities, liabilities, and limitations on rights and remedies that Contractor, by the General Contract, has assumed toward or agreed to with Owner.* If any provision of the General Contract is inconsistent with any provision of the Subcontract, then the provision requiring the highest or strictest obligation of the Subcontractor shall govern. The parties intend this Subcontract shall be construed in a manner such that the Subcontract Work will fully comply with all standards and requirements of Owner and Engineer, and that Contractor will not be in breach of its obligations to Owner or lose any rights it may have under the General Contract by virtue of the Subcontract, the Subcontract Work, or Subcontractor's performance or lack thereof.

3. Confidentiality. All information, including documents and their contents, provided by Contractor or the Owner concerning the Project shall be treated as confidential and shall not be disclosed by Subcontractor or any of its employees, agents, sub-subcontractors at any tier, to anyone not needing the information to carry out the Subcontract Work, without the written consent of the Contractor. Subcontractor's publicity activities mentioning this Project shall require approval of Contractor and Owner. Subcontractor shall bind all of its lower tier subcontractors and suppliers to the obligations of this paragraph.

4. Warranty of Inspection and Investigation. Subcontractor represents and warrants it has thoroughly examined the General Contract, and the site and surroundings of the Project or it has waived these examinations and investigations. Contractor, in its sole discretion, may withhold any portion of the General Contract that contains proprietary or pricing information. Subcontractor represents and warrants it has fully considered and taken into account, without limitation, all relevant soils, water, site access, availability of storage areas, utilities, obstructions, traffic, working restrictions, limitations imposed under permits and/or the government authorities having jurisdiction over the Subcontract Work, and other conditions that may adversely affect performance of the Subcontract Work. Subcontractor represents and warrants that, in entering into the Subcontract, it has not relied on any claimed disclosure, nondisclosure, representation, oral statement or express or implied warranty by Contractor regarding the Project and that it has not relied upon anything that Contractor is not entitled to rely on under the General Contract.

5. Responsibility for the Subcontract Work and Safety Requirements. Subcontractor accepts entire responsibility for the Subcontract Work and any environmental, health and safety requirements associated with the Subcontract Work under any applicable federal, state and local laws, statutes, regulations, or codes and in accordance with the Safety Policies and Procedures set forth in Exhibit C (collectively "Safety Requirements"). Without limitation, Subcontractor is solely responsible for and has control over: all construction means, methods, techniques, sequences, procedures, Safety Requirements, and coordination of all portions of the Subcontract Work, unless the Contractor shall give specific written instruction concerning these matters; performing the Subcontract Work in accordance with this Subcontract, the General Contract, and the Safety Requirements; ensuring that "competent" and "qualified" persons as defined under applicable health and safety laws and regulations are on site and performing Subcontract Work if required; protecting the Subcontract Work until final completion of the Project; protecting the Subcontract Work to avoid injury or damage to persons or property and from theft, vandalism, or other damage or loss to or caused by the Subcontract Work or any of Subcontractor's equipment, materials, or supplies; all lights, barriers, supports, signs, or guards; the safety of all employees and agents of Subcontractor and its sub-subcontractors and suppliers until completion of the Project in accordance with applicable Safety Requirements; and the safety of representatives of Contractor, Contractor's other subcontractors, Owner, and visitors in the location of the Subcontract Work in accordance with applicable Safety Requirements. Subcontractor shall keep the Project free of debris or obstructions arising out of the Subcontract Work and shall perform daily clean up in accordance with the directions of the Contractor. Subcontractor shall be directly responsible for damages to persons and property occasioned by its failure to protect the Project, or by any negligence or wrongful conduct of its officers, directors, agents, employees, sub-subcontractors, or independent contractors in the performance of, or in any way related to, the Subcontract Work, Project, or Safety Requirements. No advice, recommendations, assistance, or partial or complete acceptances by Owner, Contractor, or other parties shall relieve Subcontractor from complete responsibility for the Subcontract Work. Contractor shall not be responsible for Subcontractor's responsibilities under this paragraph, or for ensuring that Subcontractor fulfills its responsibilities under this paragraph.

6. Right to Adequate Assurances of Performance. Upon written request by Contractor, Subcontractor shall provide to Contractor such evidence as Contractor may require relating to Subcontractor's ability to fully perform this Subcontract in the manner and within the time specified herein. Subcontractor's failure to provide such evidence within three days of such a request shall be a material breach of contract, and in addition to any other remedies to which Contractor may have, Contractor may immediately terminate this Subcontract.

7. Supervision and Cooperation. Subcontractor shall provide continuous and competent supervision over the performance of the Subcontract Work. Subcontractor agrees to remove from the Project any employee whom Contractor believes is a detriment to the Project. Subcontractor shall

cooperate with Contractor, Contractor's other subcontractors, Owner, and Owner's other contractors so all work on the Project will proceed as smoothly and efficiently as possible.

8. Subcontractor's Representations, Warranties and Guarantees. Subcontractor unconditionally warrants to Contractor and to Owner that all of the Subcontractor Work will be performed in strict compliance with the Subcontract and General Contract, and free of any defects and deficiencies. If any part of the Subcontract Work depends upon the work of another entity, then Subcontractor warrants the suitability of such work unless Subcontractor notifies Contractor in writing that such work is unsuitable before performing the Subcontract Work. In addition, Subcontractor guarantees all Subcontract Work against defects in material and workmanship or failure under ordinary usage for a period which is the longer of (a) any warranty period specified in the General Contract or (b) one (1) year from final acceptance of the Subcontract Work by Contractor or (if applicable) one (1) year from the effective date of any termination of this Subcontract. Within five (5) days of a demand by Contractor or Owner, Subcontractor shall repair, at its own expense, any deficiencies in the Subcontract Work, and any work within the guarantee period, as well as any parts of the Project which must be removed or have been damaged in connection with deficiencies in the Subcontract Work or any work within the guarantee period. Subcontractor's warranty and repair obligations under the Subcontract shall survive completion of the Project, Owner's acceptance, and the making of final payment. The warranties and guarantees in this Subcontract shall be in addition to, and not a limitation of, all other warranties or guarantees, implied or expressed, allowed, required, or granted by law, the General Contract or this Subcontract.

9. Time for Performance. Subcontractor shall begin the Subcontract Work when instructed. Time is of the essence, and the Subcontract Work shall be completed within the time and sequence required by the General Contract, or within such shorter or different time and sequence as Contractor shall from time-to-time, and in its sole discretion, schedule or deem necessary to fulfill its obligations under the General Contract. Subcontractor shall not be entitled to any extension of time or extra compensation for timely performance unless Contractor obtains such relief from Owner with respect to the Subcontract Work. If Contractor is assessed liquidated damages by Owner for Subcontractor's failure to perform the Subcontract Work under the foregoing requirements, Subcontractor shall owe Contractor the liquidated damages so assessed, plus a surcharge of fifteen percent (15%) and any actual damages Contractor incurs because of Subcontractor's failure to perform the Subcontract Work under the foregoing requirements.

10. Subcontractor's Payment Obligations. Subcontractor shall promptly, and no later than ten (10) days after receipt of payment from Contractor, pay all of its bills or other obligations for labor, materials, equipment, supplies, and other items for the Project and for any other projects Subcontractor is working on with Contractor. Subcontractor agrees that:

10.1 All payments it receives from Owner or Contractor shall be applied first to Project bills and obligations until they are fully paid. Upon notice of unpaid bills or obligations on this Project or any other project Subcontractor is working on with Contractor, Contractor, in its sole discretion and besides other remedies, may pay Subcontractor's vendors or obligations (either directly or by joint check) and back charge the payments, with a fifteen percent (15%) surcharge, to Subcontractor.

10.2 If any of Subcontractor's sub-subcontractors, laborers or suppliers, or any other person directly or indirectly acting for or under Subcontractor, files a mechanic's lien or claim against the Project or files a bond claim against any surety for any labor, services, equipment, or materials provided to the Project, Subcontractor shall satisfy, remove or discharge such lien or claim at its own expense within ten days after the date of filing thereof.

If Subcontractor fails to do so, Contractor shall have the right, besides all other rights and remedies provided hereunder or by applicable law, to satisfy, remove, or discharge such lien or claim by whatever means Contractor chooses at Subcontractor's sole expense.

10.3 Regardless of any default by Subcontractor, at Contractor's sole discretion, Contractor reserves the right to make payments (directly or by joint check) to persons furnishing labor, services, equipment, or materials to Subcontractor, which payments shall be credited against amounts otherwise owed to Subcontractor. Contractor's making such payments shall create no employer-employee relationship between Contractor and any such person, nor shall it create any contractual privity between Contractor and any such person.

11. Evidence of Payment. When requested by Contractor or required under the General Contract, Subcontractor shall furnish evidence satisfactory to Contractor and Owner that all amounts due for labor and material furnished to Subcontractor for the performance of the Subcontract Work, including fringe benefits and taxes, have been paid.

12. Contractor's Payment of Subcontractor. Subject to this paragraph:

12.1 Contractor will include in its periodic pay estimate to Owner the value of all Work properly incorporated into or delivered and stored on the Project site, for which estimates have been furnished by Subcontractor to Contractor. Upon learning that the amount approved due to Subcontractor differs from the amount requested by Subcontractor, Contractor shall so advise Subcontractor and furnish such information as Contractor may have for the difference, and so long as Subcontractor is not in default of this Subcontract, to pay Subcontractor within ten (10) calendar days, upon receipt of payment from Owner, the amount received by Contractor on account of the Subcontract Work to the extent of Subcontractor's interest. The timing and frequency of Contractor's periodic and final payments to Subcontractor shall be the same as the timing and frequency of Owner's periodic and final payments to Contractor pursuant to the terms of the General Contract. Retainage shall be held by Contractor to the same extent as retainage is held by Owner on account of the Subcontractor Work.

12.2 If and to the extent allowed by the General Contract, Subcontractor may include in its periodic pay estimates amounts for inventory, materials or equipment not incorporated into the Project, but delivered and suitably stored at the Project site, or at some other location agreed upon in writing.

12.3 Subcontractor's periodic pay estimate is to be received by Contractor five (5) calendar days before the date Contractor's pay estimate to Owner is due as specified in the General Contract, or if no date is specified, by the 20th day of each month. If not received by the specified time, Subcontractor's pay estimate will not be included in Contractor's estimate to Owner for that month.

12.4 Any payment or payment obligation to Subcontractor shall be deemed for all purposes to be due, owing, and made at Contractor's principal place of business.

12.5 Acceptance of final payment by Subcontractor shall constitute a waiver of all claims by Subcontractor against Contractor, Owner or Engineer.

12.6 Without limiting any other term of this Subcontract, it is an absolute condition precedent to Contractor's obligation to pay Subcontractor that:

12.6.1 Owner has paid to Contractor on Subcontractor's account for the Subcontract Work. To the extent that any payment to Contractor is withheld by Owner in whole or in part for any reason, payment to Subcontractor will likewise be withheld by Contractor. Subcontractor expressly agrees that it retains the full risk of nonpayment by Owner for any reason, including without limitation, owner's insolvency or inability to pay. Such risk shall in no way be transferred to Contractor.

12.6.2 Subcontractor has provided a lien and bond claim waiver and other appropriate releases, certificates and other evidence of Subcontractor's compliance with all applicable requirements of the General Contract, including releases and waivers as reasonably required by Contractor from Subcontractor's sub-subcontractors and suppliers for all work performed prior to the payment request. Said waivers, releases and certificates shall be in a form approved by Contractor and in compliance with all requirements of the General Contract.

12.6.3 Subcontractor has submitted evidence of current insurance coverage in the form and limits specified on *Exhibit B* hereto in a form satisfactory to the Contractor.

12.6.4 Subcontractor is not in default of its obligations to Contractor on this Project or any other project or contract. If any such default occurs, Contractor shall be permitted to setoff any funds otherwise due or to become due to Subcontractor on this Project, any other project or any other contract against the damages arising from such default.

13. Default and Termination for Cause.

13.1 Any of the following events, without limitation, shall constitute a material default under the Subcontract and entitle Contractor, among other things, to terminate Subcontractor for cause:

13.1.1 If Subcontractor breaches or fails to comply with the Subcontract in any regard;

13.1.2 If any of Subcontractor's representations and warranties in connection with the Subcontract are false;

13.1.3 If Subcontractor provides any false information or documents to Contractor, Owner or Engineer;

13.1.4 If Subcontractor performs work untimely, deficient, or unacceptable to Contractor, Engineer, or Owner;

13.1.5 If Subcontractor damages any other property in connection with the performance of the Subcontract Work;

13.1.6 If the Subcontract Work is not proceeding because of a strike, work stoppage, or other labor dispute;

13.1.7 If fails to pay any bills or obligations arising out of or related to the Project or a mechanic's lien or payment bond claim is made on account of the Subcontract Work;

13.1.8 If any other type of claim is made against Owner, Contractor, or any surety on account of Subcontractor or the Subcontract Work;

13.1.9 If a petition in bankruptcy is filed by or against Subcontractor, or Subcontractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy;

13.1.10 If Subcontractor's key personnel die or become physically or mentally disabled.

13.1.11 If Subcontractor is in default of its performance or payment obligations on another project with Contractor;

13.1.12 If Subcontractor fails to immediately provide adequate assurances of its ability and capability to perform under this contract when requested to do so by Contractor;

13.1.13 If Subcontractor's actions or omissions cause Contractor to be in default or threatened default of its obligations to Owner; or

13.1.14 If Subcontractor fails to comply with all laws, ordinances, codes, statutes, and other legislation applicable to it under the Subcontract and as required to complete the Subcontract Work.

13.2 Upon any event of default, Contractor may exercise any or all of the following rights and remedies upon three (3) days written notice to Subcontractor:

13.2.1 Contractor may terminate Subcontractor and bar it from the Project;

13.2.2 Contractor may pay others or itself to complete or repair the Subcontract Work or damage to other portions of the Project;

13.2.3 Contractor may take possession of any of Subcontractor's materials or supplies that are on-site at the Project, or are otherwise identified with the Project, and utilize them in completing or repairing the Subcontract Work;

13.2.4 Contractor may withhold payment from Subcontractor in an amount equal to one and one-half (1.5) times the amount estimated by Contractor to be sufficient to cover the costs of such event of default;

13.2.5 Contractor may recover from Subcontractor all damages that Contractor incurs, plus costs of collection, including attorneys' fees; and

13.2.6 Contractor may back charge Subcontractor an administrative fee equal to fifteen percent (15%) of: all costs incurred in the completion of the Subcontract Work or performance of any repairs to the Subcontract Work or

other work; all unpaid or late-paid bills or obligations; and all other costs or damages of whatever nature incurred by Contractor.

13.3 The above rights and remedies of Contractor are not exclusive, but are in addition to any and all rights and remedies afforded by this Subcontract, statute or common law. Contractor shall also have all rights and remedies vis-a-vis the Subcontractor that the Owner has against the Contractor with respect to the Subcontract Work.

14. Changes. Without invalidating this Subcontract, Contractor may change the Subcontract Work. Subcontractor shall be barred from making any claim for changed work unless, before the changed work, a written change order is signed by both Contractor and Subcontractor; or, if Contractor and Subcontractor cannot agree on the payment which should be added or deducted because of a change, Subcontractor shall proceed with the changed work and the dispute over compensation shall be resolved according to the disputes clauses below. The Subcontractor's rights regarding Subcontractor initiated change orders shall be governed by the General Contract such that Contractor is able, within the times set out therein, to comply with its requirements for securing such a change from Owner. Subcontractor shall not be entitled to any extension of time or additional compensation for any change unless and until Owner grants Contractor such relief.

15. Delays, Accelerations, and Extensions of Time. Contractor's liability to Subcontractor for delays or suspensions is limited solely to an extension of time for the Subcontract Work, even if Contractor is partially or wholly at fault unless the Contractor receives compensation from the Owner because of any delay or suspension that directly affects the critical path of the Subcontract Work. If Owner grants Contractor an extension for a delay or suspension in the Subcontract Work, the length of Subcontractor's extension shall be measured by Owner's extension to Contractor. Contractor shall have no liability to pay damages to Subcontractor for alleged delays, suspensions, hindrances, inefficiencies or accelerations, unless Owner or another party pays Contractor for Subcontractor's claimed damages. Subcontractor accepts the risk it may suffer delays or suspensions for which there will be no extension and which will result in uncompensated damages. Subcontractor shall be barred from any remedy available under this paragraph unless Contractor receives a written notice from Subcontractor within a time that will allow the Contractor to provide the required notice to Owner under the General Contract.

16. Termination for Convenience. Contractor may terminate Subcontractor for convenience if Owner terminates the General Contract for convenience and Subcontractor's remedies therefore will be limited to whatever relief the Contractor receives from the Owner for such a termination on account of the Subcontract Work. Contractor's obligation to pay Subcontractor under this paragraph is subject to the payment provisions and limitations on Contractor's liability stated elsewhere in the Subcontract. A termination for default shall, if wrongfully made, be treated as a termination for convenience under this paragraph.

17. Disputes. Any dispute between Contractor and Subcontractor, including without limitation any dispute related to or arising out of this Subcontract, the General Contract or the Subcontract Work, including without limitation any claims arising out of or related to entry, performance or breach of this Subcontract, (collectively the "Disputes") shall be resolved as follows:

17.1 Disputes under General Contract. Subcontractor agrees to be joined in any dispute resolution proceeding under or related to the General Contract to the full extent that joinder may be appropriate to resolve a dispute. Without limiting the generality of the foregoing, if Contractor or Owner commence any judicial, arbitration, or administrative proceedings against each other arising out of or related to Subcontractor, this Subcontract, or the Subcontract Work,

then any Disputes between Contractor and Subcontractor arising out of or related thereto shall be resolved in accordance with the dispute resolution procedures in the General Contract.

17.2 Pass-Through Disputes. If Subcontractor asserts any damages or claims that arise from or relate to any directive, interference, rejections of work, breach of express or implied warranty, failure of payment, termination, or other act, failure to act, or conduct by Owner, Owner's separate contractors, or another third-party ("Pass-Through" Disputes), then Subcontractor's sole and exclusive remedy shall be to pursue a claim at its expense against Owner or such other third-party in Contractor's name (unless Subcontractor can pursue the claim in its own name without violating any law, regulation, or provision of the General Contract). Contractor may, however, choose in its sole discretion to prosecute the claim for Subcontractor, but it may charge Subcontractor for a pro rata share, based upon the percentage which Subcontractor's claim bears to the total claim asserted, of all expenses including attorneys' fees, incurred in pursuing the claim. Subcontractor shall comply with all claim notice requirements and dispute resolution procedures in the General Contract or which otherwise apply. Contractor shall have no responsibility or liability in relation to a claim covered by this paragraph or its outcome, except to pay Subcontractor of any sums received by Contractor from Owner or such other party, less expenses, in the manner noted above, which Contractor incurred in connection with the claim.

17.3 All Other Disputes. All Disputes not resolved under the foregoing procedures shall be resolved by binding arbitration according to the following terms. The arbitration shall be conducted under the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Minneapolis, Minnesota, each Party irrevocably waiving any objection thereto on the basis of jurisdiction, venue or otherwise. The Arbitrator shall order joinder or consolidation of all claims and parties where there exists in whole or in part common claims or issues of law or fact, and consolidation or joinder shall be freely allowed. The award rendered shall be final and judgment upon the award may be entered by any court having jurisdiction thereof. This paragraph shall be specifically enforceable.

18. Legal Expenses. Subcontractor shall be liable to Contractor for all attorneys' fees, expert fees, or other expenses, that Contractor incurs because of, or in connection with, Subcontractor, the Subcontract Work, or any breach of the Subcontract, or which Contractor incurs to enforce any rights, remedies, or defenses, including without limitation any provision of the Subcontract and including without limitation Subcontractor's indemnity obligations.

19. Stay of Certain Actions. If Subcontractor has damages or a claim against Contractor only partially covered by the "Pass Through" disputes clause, then any arbitration action brought by Subcontractor shall, in Contractor's sole discretion, be stayed until the "Pass Through" portion of the claim is finally determined.

20. Limitations on Contractor's Liability. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO SUBCONTRACTOR FOR ANY OF THE FOLLOWING KINDS OF DAMAGES: INDIRECT OR CONSEQUENTIAL DAMAGES, LOST OPPORTUNITIES, LOSS OF BONDING CAPACITY, COST OF THE USE OF CAPITAL, ANTICIPATORY OR LOST PROFIT DAMAGES, PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY OR EXPERT WITNESS FEES.

21. Independent Contractor. Subcontractor agrees, represents and warrants that it is an independent contractor as defined by applicable law, and that Subcontractor is not an employee, partner, or joint venturer of Contractor. Subcontractor agrees that neither Subcontractor nor its employees are to be considered employees or co-employees of Contractor at any time, under any circumstances, or for any

purpose even if Contractor withholds income taxes or FICA contributions, or pays any of Subcontractor's employees directly. Subcontractor assumes full and complete responsibility for all employees employed by it. Contractor does not control, and Subcontractor shall be exclusively responsible for, the manner in which it performs its Subcontract Work. Subcontractor shall have no authority or right under any circumstances to employ any person for or on behalf of Contractor, or to incur any indebtedness in the name of the Contractor, or otherwise to bind or purport to bind Contractor in any manner. Subcontractor shall be solely responsible to its own employees and agents for any compensation due them and for compliance with all laws regarding worker's compensation; withholding taxes; unemployment compensation; self-employment taxes; social security payments; union dues and benefits; medical, dental, life, or disability insurance premiums; pension and profit sharing contributions; other benefits; and any other expenses or charges regarding Subcontractor's employees. Subcontractor shall also be solely responsible for filing, withholding, reporting, and paying: all federal, state, and local taxes; otherwise related to the Subcontract Work.

22. Sub-subcontracting. Subcontractor shall not sub-subcontract any of the Subcontract Work without Contractor's prior written consent, and Subcontractor shall not sub-subcontract any of the Subcontract Work to anyone about whom Contractor, Owner or Engineer object. Each agreement that Subcontractor makes with any sub-subcontractor shall require each sub-subcontractor to be bound to Owner and Contractor to the extent of the Subcontract Work to be performed by the sub-subcontractor and shall permit Owner and Contractor to enforce the provisions of Subcontractor's agreement with any sub-subcontractor. In any such sub-subcontract agreement, sub-subcontractor shall assume the obligations and responsibilities that Subcontractor assumes towards Contractor under the terms of this Subcontract including but not limited to the Responsibility for the Subcontract Work and Safety Requirements set forth in Paragraph 5 of this Subcontract. Each sub-subcontractor shall preserve and protect the rights of Owner and Contractor under this Subcontract and under the General Contract with respect to the Work so that sub-subcontracting any portion of the Work will not prejudice Owner's or Contractor's rights under the General Contract or this Subcontract. Subcontractor shall also include in any sub-subcontract, terms substantially the same as those set forth in this Subcontract and the General Contract.

23. Defense and Indemnity. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, its surety (if any), Owner, Engineer, Owner's other engineering consultants and the successors and assigns of any of them along with their respective owners, officers, directors, agents, representatives, and employees ("Indemnitees") from all claims, demands, damages, or lawsuits of any type, including the payment of attorneys' fees and costs, arising out of, resulting from, or in any manner connected with the Subcontract, the performance of the Subcontract Work, the Project, or the use by the Subcontractor, or its agents or employees, of materials, equipment, instrumentalities, or other property, whether owned by any Indemnitee, Subcontractor, or third-parties, for which Indemnitees, may be or is alleged to be liable, so long as the underlying injury or damage is attributable to the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of Subcontractor or Subcontractor's sub-subcontractors, agents, employees, representatives, owners, or anyone else for whom Subcontractor may be responsible. Contractor reserves the right to select the attorney who Subcontractor shall retain and pay to defend the Indemnitees. This defense and indemnity obligation applies without regard to when the claims occur or who makes them, and applies to claims made while this Subcontract is in force as well as to claims made after it is terminated or the Subcontract Work is complete. This defense and indemnity obligation is not limited by Subcontractor's restricted liability under the Workers' Compensation laws. In addition, Subcontractor shall indemnify, defend, and hold harmless Contractor to the same extent (except not to a lesser extent than required by the previous language of this paragraph) that the Contractor is required to indemnify, defend, and hold harmless Owner and others under the General Contract. Subcontractor agrees to obtain, maintain, and pay for general liability insurance coverage and endorsements as will insure the provisions

of this paragraph; however, no insurance limitation shall limit Subcontractor's liability hereunder. Notwithstanding this paragraph, Contractor, in its sole discretion, reserves the right to defend itself or other Indemnitees without limiting, in any way, Subcontractor's obligation of indemnity under this paragraph.

24. Environmental Protection. Subcontractor shall observe and comply with all environmental requirements of Owner, Engineer, Contractor, and the General Contract. Owner, Engineer, and Contractor may retain independent persons experienced in environmental matters to ensure that acceptable environmental standards are being maintained during the performance of the Subcontract Work. Failure by Subcontractor to comply with such environmental requirements shall constitute an immediate event of default and, upon the occurrence thereof, Contractor may exercise any or all of the rights and remedies available to it under this Subcontract or applicable law. Subcontractor shall immediately give notice to Contractor of any environmental disturbance, including without limitation, contamination of the environment, any spills or leaks of fuels, lubricants, motor oils, pipe dope or coating, paints, solvents, ballasts, bilge garbage, sewerage, pollutants, or other materials caused by the acts of the Subcontractor or its sub-subcontractors, erosion, or archaeological finds. Subcontractor shall, if so directed by Contractor, immediately stop the Subcontract Work causing or affecting the environmental disturbance, and take such other actions as may be required by Owner, Engineer, or Contractor. Subcontractor shall assume all responsibility for, including control and removal of, and indemnify and hold harmless Owner and Contractor against and from loss, cost, or damage arising from pollution or contamination with originates from any such environmental disturbance.

25. Insurance. In addition to the insurance required for Subcontractor's indemnity obligations, Subcontractor agrees to obtain, maintain, and pay for policies providing the insurance described on attached *Exhibit B*. All insurance required under this Subcontract shall: (a) be issued by insurance companies that are acceptable to Contractor; (b) cover Contractor, its surety (if any), and Owner as additional insureds; (c) be primary insurance; and (d) if allowed under the law of the state where the insurance is issued, that none of the policies will be canceled except after thirty (30) days written notice to Contractor. Subcontractor shall provide Contractor, when it signs this Subcontract, with a certificate from Subcontractor's insurance company(s) verifying that all of the insurance required by this Subcontract is in place, and, if requested by Contractor, copies of all policies, including copies of declarations pages and required endorsements verifying that all of the insurance required by this Subcontract is in place. Subcontractor waives all rights of subrogation regarding any loss covered by its insurance of any kind or type.

26. Bond. If required below, then Subcontractor agrees to obtain, furnish to Contractor, and maintain in effect during the life of this Subcontract surety bond(s), in a form and with a surety acceptable to Contractor, in an amount equal to the Subcontract price, conditioned upon and covering the faithful performance of, and compliance with, all of this Subcontract, including all warranty obligations, and the payment of all labor, materials, equipment, and other charges incurred by Subcontractor in connection with the Subcontract Work. Bond Required: Yes No X . If a bond is required, then Subcontractor shall be responsible for all costs of the bond.

27. Labor Disputes. If subcontractor's employees (or employees of Subcontractor's sub-subcontractors) engage in a work stoppage or strike, whether against the Subcontractor or to support employees of a third party, Contractor may suspend this Subcontract for a reasonable time and either perform the services or retain a third party of its choosing to perform the services Subcontractor would otherwise have had to perform under this Subcontract. Subcontractor shall indemnify and hold Contractor harmless from all costs, losses, or expenses, including attorneys' fees, incurred by Contractor. If Contractor suspends work under this provision, Subcontractor shall not receive any further payments under this Subcontract except for payments for work satisfactorily performed under the terms of this

Subcontract prior to such suspension minus all costs, losses, or expenses, including attorneys' fees, incurred by Contractor. Subcontractor shall refund to Contractor any amounts paid in advance for work not performed by Subcontractor.

28. No Discrimination. Subcontractor shall not discriminate in hiring, recruitment, referrals, discharge, employment conditions, or otherwise regarding employment based on age, race, creed, color, gender, gender expression, sexual orientation, military status, national origin or ancestry, religion, or disability. Subcontractor shall comply with all equal employment/affirmative action goals and requirements, including all reporting requirements, which may be required by the Contract Documents.

29. Information to be Provided to Contractor. At Contractor's request, Subcontractor shall provide information and documentation regarding the identity of sub-subcontractors and suppliers, progress of the Subcontractor Work, or regarding the status of Subcontractor's accounts with vendors or other obligees. On request, Subcontractor shall provide all documentation required by the General Contract and any other documentation reasonably required by Contractor, including without limitation: certified payroll reports; certified labor reports; financial information if Subcontractor's ability to complete and pay for the Subcontract Work is reasonably questioned; lien waivers; and releases.

Certified Payrolls. Weekly certified payrolls are are not X required.

30. Project Audits. Contractor reserves the right to audit Subcontractor's to confirm compliance with this Subcontract as follows:

30.1 Subcontractor will keep accurate records containing information in sufficient detail to verify the quantity and cost of the Subcontract Work, including without limitation all supporting documents, such as invoices, purchase orders, and delivery tickets (collectively the "Records"). The Records will be kept by Subcontractor at its usual place of business. The Records will be retained for at least three (3) years following final completion of the Project. If the General Contract contains additional or more expansive requirements, then Subcontractor will also comply with those requirements.

30.2 Subcontractor will make the Records available for inspection by Contractor, or by an accountant retained by Contractor, upon Contractor's request to substantiate the quantity and cost of the Subcontract Work.

30.3 Within ten (10) calendar days after receipt of notice from Contractor that Contractor has overpaid Subcontractor for the Subcontract Work, Subcontractor will refund to Contractor such overpayment, plus a surcharge of fifteen percent (15%) to compensate Contractor for its costs. In addition, if Subcontractor has overstated the quantity or cost of the Subcontract Work by over five percent (5%), Subcontractor will pay all costs and fees incurred by Contractor in conducting the audit.

31. Force Majeure. Storms, wind, lightning strikes, rain, floods, drought, hot or cold weather, fire, labor, equipment or material shortages, and all Acts of God shall not relieve Subcontractor from performance of the Subcontract and shall not give rise to any claim, except if Owner has relieved Contractor from the Subcontract Work or Owner has paid Contractor for Subcontractor's claim. It is agreed that any claim based on an event under this paragraph is a "Pass Through" Dispute.

32. Assignment. Subcontractor agrees not to assign or subcontract any part of this Subcontract, including any monies due or to become due under the Subcontract, without first obtaining the written consent of Contractor and no such assignment shall be binding on Contractor until the

assignment is accepted in writing by Contractor. Even if Contractor accepts an assignment, Subcontractor shall not be relieved from responsibility or liability under the Subcontract. Contractor may assign its obligations under this Subcontract and from the effective date of such assignment, Subcontractor shall look exclusively to the assignee for all obligations of Contractor under this Subcontract.

33. Governing Law. The laws of Minnesota shall govern this contract and the relationship between the parties, except for any of its laws that would limit the ability of the parties to choose the law applicable to this Subcontract.

34. No Waiver. Any failure by Contractor to assert a right or enforce a requirement under this Subcontract shall not be deemed a waiver of that or any other right or requirement and shall not preclude Contractor from asserting any right or enforcing any requirement.

35. Severability. If any provision or portion of the Subcontract is void, unenforceable, or invalid, the remaining provisions, or portions thereof, shall survive and remain effective and binding.

36. Notices. Any notices required or permitted under this Subcontract shall be made in writing to the parties at the addresses on the first page of this Subcontract. Notice shall be deemed received when delivered, if personally delivered (including overnight courier), or properly transmitted if by facsimile transmission or email, or when delivered or refused after properly sent by registered or certified mail, return receipt requested and postage prepaid. Any notice delivered by any party in any manner other than those described above shall be deemed properly given if and when received.

37. Definitions. Capitalized words that are not defined herein shall have the definition provided in the General Contract.

38. Complete Agreement. There are no collateral agreements between the parties, and the written terms of this Subcontract, including *Exhibits A, B, C and D* constitute the entire and integrated agreement between the parties. No modification or change to the terms of this Subcontract shall be binding unless it is reduced to writing and executed by an authorized representative of each party.

39. Modifications. Subcontractor expressly acknowledges and agrees that Subcontractor accepts this Subcontract as-is. Any additions, amendments or revisions of whatever nature to this Subcontract will have no force or effect, and will not be binding on Contractor, unless expressly initialed and accepted in writing by Contractor. In the event that Subcontractor includes or appends any such additions, amendments or revisions to this Subcontract, then such additions, amendments or revisions shall be construed to be proposals to modify this Subcontract, and such proposals shall be void and not a part of this Subcontract unless initialed by Contractor on each page where the proposals are contained and returned to Subcontractor with a writing stating that the proposals are accepted.

40. Acceptance of Subcontract Terms. Although the parties intend to execute this Subcontract, Subcontractor's commencement of any of the Subcontract Work, including preparing schedules of values, preparing submittals and other pre-construction activities, constitutes Subcontractor's acceptance of the unaltered terms of this Subcontract, including any exhibits, addenda and riders, regardless of whether this Subcontract has been signed by either party and regardless of whether Subcontractor has objected to any terms of this Subcontract.

CONTRACTOR:

RICE LAKE
CONTRACTING CORP.

SUBCONTRACTOR:

INDIGO SIGNS

By: _____

Printed Name: Dustan Nyberg

Title: PM Date _____

By: _____

Printed Name: Don Combs

Title: Director - Sales Date 2-13-25

EXHIBIT A

SCOPE OF WORK AND PRICE

All equipment, tools, labor, and materials for the installation on a new Face-lit flush mount sign on the WRG office building. The scope of work shall include but not limited to:

- Design and shop drawings for approval of new sign
- Supply and install WRG logo based on REV3 dated 2/11/25
 - o Face-lit, flush mount channel letters
 - o Two color
 - face WRG blue (European Blue) with $\frac{1}{2}$ " white reveal on outline of face
 - channel body WRG grey (Dove Grey)
 - o Include added line and period under "WRG"
- Does not include electrical hookup, engineering or permitting

Total Contract Price: \$ 11,495.00

EXHIBIT B

INSURANCE REQUIREMENTS

Subcontractor shall provide evidence of insurance and obtain, maintain, and pay for the insurance required by General Contract, but in no event less than the types and limits set forth below:

A. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. Auto/CGL/WC/Umb insurance shall be written by carrier with a Financial Performance Rating of A- or better and a Financial Size Category of VII or better under the current Best Key Rating Guide®, Property Casualty, United States.
2. Insurance carriers must be licensed to write insurance in all states for which work is being done for General Contractor.
3. Contractor, Owner, and any other party required by the General Contract shall be listed as an Additional Insured on all policies, except Workers' Compensation and Professional Liability insurance.
4. Where allowable by law, Contractor, Owner, and any other party required by the General Contract shall be granted a waiver of subrogation on all policies.
5. If any portion of the Subcontract Work includes operations adjacent, over, or below railroad tracks, Subcontractor's insurance coverage must amend the definition of an insured contract to include railroads and include endorsements CG 24 17 on the CGL policy and CA 20 70 on the Automobile policy, or their respective equivalents.
6. If allowed under the laws of the state in which the insurance is issued, include obligation of carrier to give minimum of thirty (30) days prior written notice by certified mail on any cancellation or material change in policy limits or deletion of coverage.
7. The policy coverages and limits of liability specified herein shall be considered minimum requirements.
8. All policies required shall be primary and non-contributory to any other insurance available to Contractor.
9. No work shall start until evidence of the insurance required in this Exhibit is provided to Contractor.
10. Except as otherwise stated herein, coverage must be on an occurrence form with completed operations coverage and shall be maintained and remain in full force and effect, including additional insured, if any, until the expiration of all applicable statutes of limitations and repose for claims arising out of or in any way related to the Subcontract Work or for such longer period as the General Contract or applicable laws or regulations may require.

B. COMMERCIAL GENERAL LIABILITY (CGL)

1. Limits required:
\$2,000,000 for General Aggregate

- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 coverage per Each Occurrence
- \$1,000,000 for Personal & Advertising Injury
- 2. General Aggregate applies on a per Project basis.
- 3. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance by General Contractor.
- 4. Additional insured – primary and non-contributory and waiver of subrogation in favor of Contractor, Owner, and any other party required by the General Contract is also required, using 07/04 edition insurance industry forms CG 20 10 and CG 20 37, or equivalent.
- 5. The policy must include coverage for Explosion, Collapse & Underground (XCU), Products & Completed Operations, Contractual Liability & Broad Form Property Damage.

C. AUTOMOBILE LIABILITY (Auto)

- 1. Limits required:
 - Combined Single Limit of \$2,000,000 Bodily Injury and Property Damage
- 2. Auto Liability shall cover all owned, leased, hired and non-owned vehicles, and trailers.
- 3. The policy must be endorsed to include Broadened Pollution liability CA 9948, or equivalent.
- 4. If any portion of the Subcontract Work includes transportation or removal of hazardous waste or pollutants, the policy must include the MCS-90 endorsement, or equivalent.

D. WORKERS' COMPENSATION/EMPLOYERS LIABILITY (WC)

- 1. Workers' Compensation – Statutory Benefits applicable to Contractors Employees.
- 2. Employer's Liability limits of:
 - \$1,000,000 Each Accident for Bodily Injury by Accident
 - \$1,000,000 for Bodily Injury by Disease and Policy Limit and
 - \$1,000,000 Bodily Injury by Disease – Each Employee
- 3. The policy must be endorsed to include Coverage C: Other states' coverage, except monopolistic states; Voluntary compensation endorsement applying to all volunteers and employees not subject to applicable worker's compensation law at the discretion of the Insureds; Designated law in state of hire; Exclusion C2 (Intentional Injury) must be deleted unless such deletion is not commercially available.

4. The policy must also be endorsed to include an Alternative Employer Endorsement, and if applicable, Federal Employers Liability Act Coverage (WC 00 01 01A), USL&H, Maritime, Jones Act and foreign coverage.

E. UMBRELLA LIABILITY (Umb)

1. Limits required:
\$1,000,000 Any One Occurrence/Aggregate
2. The policy must provide coverage excess of policies noted in paragraphs B, C, and D above and the policy must provide coverage as broad as underlying insurance required above.

F. PROPERTY

Contractor and Subcontractor are solely responsible for any loss or damage to their own Real & Personal Property, including tools and equipment, whether such property is located at a site or in transit. If Contractor or subcontractor have insurance covering "Real and Personal" property then all other parties are to be granted a waiver of subrogation as regards any loss paid by insurance carrier.

G. POLLUTION LIABILITY

If any portion of the Subcontract Work includes the abatement, handling, transportation, and/or disposal of potentially hazardous substances or pollutants, then Subcontractor shall purchase and maintain Pollution Liability Insurance, which shall include, but not limited to, coverage for: (i) premises-operations, (ii) completed operations, (iii) transportation and disposal of hazardous substances or pollutants, including third-party transportation coverage, (iv) non-owned disposal sites, (v) mold/fungus, including microbial matter/fungus including legionella pneumophilia (vi) National Resource Damages, and (vii) silt and sedimentation.

1. Limits required:
\$2,000,000 per claim or occurrence
2. Coverage shall encompass a broad definition of pollution including, but not limited to: bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred.
3. Additional insured – primary and non-contributory, and waiver of subrogation in favor of Contractor, Owner, and any other party required by the General Contract is also required.
4. If the policy is claims-made, effective date must be prior to start of work, and kept in place for at least two (2) years after completion of the Subcontract Work.

H. PROFESSIONAL LIABILITY

If any design or engineering work is required within your scope of work,

1. Limits required:
\$1,000,000 each claim limit

2. Effective date must be prior to start of the Subcontract Work and kept in place for at five (5) years after completion of the Subcontract Work.
3. Waiver of subrogation in favor of Contractor and Owner is required.

EXHIBIT C

(Safety Policies and Procedures)

Subcontractor shall perform work in a safe manner, shall comply with all safety measures initiated by Rice Lake Contracting Corp. (“Contractor”) or required by the Contract Documents and shall comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations and orders of any public authority for the safety of persons or property including but not limited to OSHA, EPA, and NFPA, including such provisions as are stricter or more expansive than the safety measures initiated by Contractor or required by the General Contract. Subcontractor shall be solely responsible for protection and safety of its employees, including employees of its subcontractors and suppliers of every tier, for final selection of safety methods and means, for required safety reports and records, for daily inspection of the work area and its employees' safety equipment and for instruction of its employees on health and safety, including weekly safety meetings. Subcontractor agrees to ensure that “competent” and “qualified” persons as defined under applicable health and safety laws and regulations are on site and performing Subcontract Work if required. Subcontractor agrees to establish a goal of zero accidents and injuries for the Project and to implement, maintain and enforce a safety program consistent with such goal. Subcontractor agrees to comply with Contractor's Safety Manual and if requested in writing, comply with the site-specific safety plan for the Project prior to commencing the work.

Subcontractor shall and further agrees:

1. To ensure administration of its safety and hazard communication programs and provide a copy of its site-specific program to Contractor.
2. To participate in daily stretching activities prior to the start of work each day.
3. To ensure that daily hazard recognition for its employees occurs by using a Pre-Task Safety Planning Form or equivalent for daily scope of work.
4. To ensure employees wear high visibility vests at all times unless wearing a vest poses a hazard when working on elevated surfaces or conducting hot work if vests are not flame retardant.
5. To employ fall protection at heights of 6' or greater even on scaffolding.
6. To ensure that proper warnings and barriers to restrict entry to hazardous areas or prevent falls are in place including but not limited to covers over open holes, trenches or excavations, use of caution and/or warning tape, and guardrail systems, as required under applicable health and safety laws and regulations.
7. To provide documentation on employee training and/or certifications for specific tools and equipment if requested by Contractor.
8. To conduct daily inspections on all mobile equipment.
9. To provide a safe work area to all of its employees by providing, and requiring the use of required Personal Protective Equipment (PPE) such as hard hats, safety glasses, gloves, respirators, face shields, etc.
 - a. Without limiting any of the foregoing,
 - i. Hard hats shall be worn at all times while on the job site.
 - ii. Respirators shall be used in accordance to OSHA Regulations Subpart I - 1910.134.
 - iii. Hearing protection shall be worn when noise levels are at or above 85dBA.
 - iv. Safety glasses shall be worn at all times while on the jobsite

10. That Subcontractor's employees shall wear appropriate work attire which includes shirts with sleeves that cover the shoulder, long pants, and sturdy work shoes, boots or when required, protective toed footwear.
11. To provide its employees with safe tools and equipment, etc. and to perform the work under this agreement in a safe manner with high regard for the safety of its employees and others.
12. To ensure excavations are in accordance with regulatory standards and inspected on a daily basis or as conditions change by a "competent" person as defined under applicable health and safety laws and regulations.
13. To provide employees with appropriate training in confined space permitting, monitoring and entry procedures.
14. That when conducting welding, cutting, brazing on any hot work as part of the Subcontract Work that Subcontractor maintain its own hot work permit system in accordance with applicable health and safety laws and regulations.
15. To provide and maintain its own or rented equipment such as cranes, forklifts, aerial lifts, power actuated tools, ladders, safety equipment and ensure its employees have the necessary equipment, training, and certifications to perform the Subcontract Work. Subcontractor shall have readily available all applicable operators permits as required by applicable health and safety laws and regulations pertaining to operating cranes, powered industrial vehicles or aerial lift devices of any type.
16. To ensure scaffolding is erected by a "qualified" person as defined under applicable health and safety laws and regulations, inspected daily or as conditions change by a "competent" person as defined under applicable health and safety laws and regulations and properly tagged using a scaffold tagging system.
17. To maintain written meeting minutes and attendee sign-in sheets from Subcontractor's ToolBox talks and provide a copy if requested by Contractor.
18. Immediately report to Contractor and remedy any accident/illness or unsafe conditions, including near misses, brought to Subcontractor's attention or discovered by Subcontractor employees, involving its work and/or posing a danger to persons or property. Subcontractor agrees to provide Contractor with an executed incident report within three (3) days of any and all occurrences.
19. Restrict use of publically audible radios or headsets to only those situations that are necessary for job site communications.
20. To prohibit all use of personal cell phones including phone calling, texting, live chat, or web browsing while performing Subcontract Work.
21. Prior to bringing on site a substance or material for which a Safety Data Sheet (SDS) is required by federal, state and local regulations, subcontractor shall provide said Contractor with a complete hazardous material list and have a SDS readily available upon request. This list shall be maintained as additional material is added to the site.
22. Ensure that all employees follow state laws for public smoking in any form including vaping and e-cigarette usage.
23. Contractor enforces a Drug-free work environment and provides such a workplace for its employees. Subcontractor shall provide Contractor, prior to beginning scope of work, with current documentation of Subcontractor's drug testing policy or program.
24. Without in any way limiting the indemnity provisions of the Subcontract, the Subcontractor shall reimburse Contractor for all costs, including reasonable attorney fees, incurred by Contractor arising out of or connected with a failure or alleged failure of subcontractor to comply with this agreements including costs of investigation and fines and penalties imposes upon Contractor for alleged safety violations by or unsafe work of subcontractor regardless of whether Contractor has or has not assisted or advised Subcontractor in fulfilling such responsibilities.

25. Subcontractor shall stop any part of the Work which either Contractor or subcontractor determines to be unsafe until corrective measures have been taken. Failure on the part of Contractor to stop any part of the work shall in no way relieve Subcontractor of its responsibility hereunder.

I understand the requirements of Contractor's Subcontractor Safety Policies and Procedures and will ensure my employees will adhere to the requirements as stated above. I understand that my employees and my company can be removed from the site if the above policies are not followed. I further understand that Contractor has the ability to discuss unsafe conditions that may arise at a site and require the Subcontractor to follow safety procedures as deemed necessary at the time.

Company: Indigo Signs
By: _____
Printed Name: Don Combs
Title: Director of Sales

EXHIBIT D

(Workforce Participation Requirements)

Rice Lake strives to create employment opportunities and increase construction workforce participation for women and minorities. Rice Lake expects each of its Subcontractors to do the same. As a part of Rice Lake's team for the Project, each Subcontractor must establish work plans and make in good faith to promote participation for women and minorities in the construction industry. Each Subcontractor will be required to submit work plans and document its good faith efforts in this regard. The plan and good faith efforts should be continuous throughout the life of the Project, or as least as long as the Subcontractor is involved in it. The goal is to build stronger minority and female participation in the construction trades. Your work plan and your good faith efforts should include specific recruiting activities undertaken by you, any constraints placed upon you under your union collective bargaining agreements, and any partnerships in which you are involved with building trade councils or training institutes.

Your work plans must include a detailed discussion on the specific actions and initiatives you have undertaken to address minority and women workforce inclusion requirements for this project. You must also set forth and demonstrate your continuing effort you intend to undertake those same activities throughout the life of the project to maximize workforce participation.

You must submit a detailed report (including contact names, addresses, phone numbers, and dates) on the good faith efforts you have undertaken and the activities in which you have engaged and the initiatives you have conducted to maximize minority, women and disabled workforce participation. Include copies of letters, faxes, and emails you sent requesting assistance in meeting the employment goals on this project (without regard to whether those goals have been met).

You must also submit correspondence with your unions you intend to request workers for this Project to meet the employment goals for women and minorities. Notify the union of these goals, request its assistance, and refer any minority or female candidates you encounter, to the union for inclusion. Likewise, include all correspondence from your unions responsive to your notifications and requests for assistance and referrals of women and minority workers.

If you have developed any partnerships or recruitment initiatives that target women or minorities for training in the construction trades, please identify those and the efforts you have made to develop those recruitments initiatives and partnerships. These would include relationships with community-based organizations, training oriented non-profit organizations, educational institutions, job fairs and other direct recruiting events. Also, develop partnerships with non-profit organizations that have construction training programs targeted towards minorities and women. Organizations such as the Minneapolis Urban League, Goodwill/Easter Seals, Merrick Community Services, and Tribal Employment Rights Offices for the reservations in the State of Minnesota are of

the type that might give you information to increase participation of women and minorities in your construction field.

Finally, to the extent applicable, identify any educational institutes with whom you have worked to develop partnerships to improve employment statistics for women and minorities.

CONTRACTOR PROFILE

PROJECT NAME: WRG Office Addition

Contractor/Business Name: Indigo Signs Inc.

Business Address: 1622 Main Ave. - Fargo, ND 58103

Telephone # 701-297-9696

Fax # 701-297-9697

Federal Tax ID# _____

Email: scott.kwamme@indisigns.com

Our Contract dated: 2-13-25 is with: WRG | Indigo Signs | Rice Lake
Const.
in the amount of \$ 1,495.00 for: Channel Letter

Synage + Install

Signature/title of person completing form

Daniel Combs
Owner/Principal Officer Name (Please print)

Owner/Principal Officer Name (Please print)