

BID OF

RIETH-RILEY CONSTRUCTION CO., INC.

(Contractor)

7500 W. 5TH AVE.

(Address)

GARY, IN 46406

FOR

PUBLIC WORKS PROJECTS

OF

Town of Munster, Indiana

4-inch mill, 2.5 inches of HMA intermediate, tack coat, 1.5 inches
of HMA surface on a 100 foot x 30 foot area on Broadmoor Avenue
between Harrison Avenue and Van Buren Avenue

Filed

Action taken



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts.

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): July 2, 2021

1. Governmental Unit (Owner): Town of Munster, Indiana

2. County : Lake

3. Bidder (Firm): RIETH-RILEY CONSTRUCTION CO., INC.

Address: 7500 W. 5TH AVE.

City/State/ZIPcode: GARY, IN 46406

4. Telephone Number: 219.977.0722

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete

the public works project of

4-inch mill, 2.5 inches of HMA intermediate, tack coat, 1.5 inches of HMA surface on a 100 foot x 30 foot area on Broadmoor Avenue between Harrison Avenue and Van Buren Avenue

(Governmental Unit) in accordance with plans and specifications prepared by N/A

and dated N/A for the sum of

Twenty Four Thousand Seven Hundred Seventy Two ⁰⁰/₁₀₀ 24,772.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this ____ day of _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$100,000 or more – IC 36-1-12-4)

Governmental Unit: Town of Munster, Indiana

Bidder (Firm): RIETH-RILEY CONSTRUCTION CO., INC.

Date (month, day, year): July 2, 2021

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$ 1,000,000.00	Earthwork, Concrete, Asphalt Paving	2020	Lake County Government Center, Crown Point, IN
\$ 2,200,000.00	Earthwork, Underground Utilities, Concrete, Asphalt Paving	2020	96th Place and US-41 Improvements, Town of St. John, IN
\$ 800,000.00	Earthwork, Underground Utilities, Concrete, Asphalt Paving	2020	101st Ave. and Sheffield Ave. Intersection Improvements, Lake County, IN
\$ 1,750,000.00	Demolition, Earthwork, Utilities, Bridge Construction, Concrete, Asphalt Paving	2020	Rehabilitation of Bridge #303 Bendix Dr over I-90 Indiana Tollroad, St. Joseph County, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$ 1,000,000.00	Earthwork, Concrete, Asphalt Paving	2021	City of Valparaiso Streets 2021, Valparaiso, IN
\$ 500,000.00	Asphalt Paving	2021	The Brooks at Vale Park, Valparaiso, IN
\$ 1,475,000.00	Earthwork, Underground Utilities, Concrete, Asphalt Paving	2021	East Chicago Resurface and Sewer Repairs, East Chicago, IN
\$ 1,250,000.00	Concrete & Asphalt Paving	2021	69th Ave Reconstruct, Hobart, IN

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Berglund Construction	Contact: Jim Dyer	219-926-4246
Tonn and Blank Construction	Contact: Stevem Gierke	219-878-6230
NiSource	Contact: Chris Booth	219-406-5409
Arcelor-Mittal	Contact: Rob Rogers	219-787-2312
Dyer Construction	Contact: Greg Furman	219-865-2961

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

"According to project plans and specifications"

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.*

Traffic Control Specialists, Inc.	1810 W. Pacific Ave., Knox, IN	Traffic Maintenance/Markings
Rex Construction Co.	700 Schiller Ave, Schererville, IN	Underground Utilities
Hawk Enterprises	1850 E. North St., Crown Point, IN	Electrical Work/Signage
Slusser's Green Thumb	P.O. Box 33, Logansport, IN	Landscaping/Erosion Control
C-Tech Corporation	5300 W. 100 North, Boggstown, IN	Guardrail/Fencing

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

"Subcontractor list will be presented upon award"

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

"As required"

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

Contractor's Financial Statement

Submitted by Rieth-Riley Construction Co., Inc.

with principal office at 3626 Elkhart Road, P.O. Box 477, Goshen, IN 46527-0477

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

To _____

Condition at close of business _____

March 31, 2021

		Dollars								Cts.
ASSETS										
1. Cash:	(a) On hand									0
	(b) In bank	11	5	3	5	6	7	7	2	
	(c) Elsewhere									0
2. Notes receivable	(a) Due within 90 days									0
	(b) Due after 90 days									0
	(c) Past due									0
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment			2	8	3	2	2	5	7	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate										
	(a) Amount receivable after deducting retainage	1	7	8	4	1	1	2	4	
	(b) Retainage to date; due upon completion of contracts		7	0	7	2	1	0	3	
5. Accounts receivable from sources other than construction contracts										0
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days									0
	(b) Recoverable after 90 days									0
7. Interest accrued on loans, securities, etc.	OTHER CURRENT ASSETS	1	6	7	4	5	8	9	2	
8. Real estate:	(a) Used for business purposes	4	7	2	1	0	5	9	3	
	(b) Not used for business purposes									0
9. Stocks and bonds:	(a) Listed - present market value									0
	(b) Unlisted - present value									0
10. Materials in stock not included in Item 4	(a) For uncompleted contract (present value)									0
	(b) Other materials (present value)	9	2	4	8	1	7	5	8	
11. Equipment, book value		5	8	8	8	6	3	5	5	
12. Furniture and fixtures, book value						8	4	7	3	
13. Other assets		6	4	7	0	2	4	8	3	
Total assets		42	3	1	3	7	8	1	0	
LIABILITIES										
1. Notes payable:	(a) To banks regular		7	6	3	4	8	2	1	
	(b) To banks for certified checks									0
	(c) To others for equipment obligations									0
	(d) To others exclusive of equipment obligations									0
2. Accounts payable:	(a) Not past due	2	8	1	6	2	7	2	8	
	(b) Past due									0
3. Real estate encumbrances										0
4. Other liabilities		6	9	8	1	8	1	2	0	
5. Reserves										0
6. Capital stock paid up:	(a) Common			1	2	6	5	0	0	
	(b) Common Treasury	(4	3	1	6	7	2	8	5)	
	(c) Preferred									0
	(d) Preferred Accumulated Other Comprehensive Loss			(6	2	4	3	1	5)	
7. Surplus (net worth)		36	1	1	8	7	2	4	1	
Total liabilities		42	3	1	3	7	8	1	0	
CONTINGENT LIABILITIES										
1. Liability on notes receivable, discounted or sold										0
2. Liability on accounts receivable, pledged, assigned or sold										0
3. Liability as bondsman										0
4. Liability as guarantor on contracts or on accounts of others										0
5. Other contingent liabilities										0
Total contingent liabilities										0

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at GARY, IN this 2nd day of July, 2021

RIETH-RILEY CONSTRUCTION CO., INC.

(Name of Organization)

By: Brian Whitcomb

Brian Whitcomb

Estimator

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF INDIANA)
) ss
COUNTY OF LAKE)

Before me, a Notary Public, personally appeared the above-named Brian Whitcomb and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 2nd day of July, 2021

Misty N. Klunder

Notary Public

My Commission Expires: April 30, 2028

Misty N. Klunder

County of Residence: Porter

Misty N. Klunder
Notary Public Seal
Porter County, State of Indiana
My Commission Expires on 04/30/2028
Commission No. NP0726589

RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned President of Rieth-Riley Construction Co., Inc., a corporation duly organized and existing under the laws of the State of Indiana, hereby represents and confirms that **Brian Whitcomb, Estimator**, has full power and authority to make, execute, seal, if required by law, and deliver for and on its behalf, and as its act and deed any and all bids, proposals or contracts, said bids, proposals or contracts not to exceed **\$250,000** which bids, proposals or contracts call for work, services, or materials to be furnished by Rieth-Riley Construction Co., Inc., whether such bids, proposals or contracts are being submitted to an individual or entity, public or private, and to bind Rieth-Riley Construction Co., Inc. thereby as fully and to the same extent as if such bids, proposals or contracts were signed by an Executive Officer of Rieth-Riley Construction Co., Inc., and sealed, if required by law, and attested by one of such officers, and hereby ratifies and confirms all that the above named designee may do in pursuance hereof.

The authority granted to the above named designee is pursuant to Section 6.03 of the Restated By-Laws of Rieth-Riley Construction Co., Inc., as amended, which Restated By-Laws were effective February 9, 2010, and which Restated By-Laws, as amended, and the authority granted to the above named designee continue in full force and effect.

This Certificate of Authority is issued, signed and sealed, if required by law, by facsimile under and by authority of the following standing resolutions adopted by the Board of Directors of Rieth-Riley Construction Co., Inc., at a meeting held on the 16th day of February, 1996, at which a quorum was present, and which resolutions have not been amended or repealed and continue in full force and effect:

"Resolved that for purposes of clarification and in furtherance of the intent of Section 6.03 of the By-Laws of the Company the authority granted in Section 6.03 shall extend to the making, execution, sealing, if required by law, and delivery on behalf of the Company of all documents required as part of any bid, proposal or contract, which is for work, services or materials to be furnished by Company and which is being submitted to an individual or entity, public or private."

"Resolved that in carrying out the provisions of Section 6.03 of the By-Laws of the Company the signatures of such directors and officers and, if required by law, the seal of the Company may be affixed to any such Certificate of Authority or any certificate relating thereto by facsimile, and any such Certificate of Authority or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Certificate of Authority so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company, with respect to any bid, proposal or contract to which it is attached."

IN WITNESS WHEREOF, Rieth-Riley Construction Co., Inc., has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 8th day of April, 2016.



RIETH-RILEY CONSTRUCTION CO., INC.


A. Keith Rose, President

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

On this 8th day of April, 2016, before me personally came A. Keith Rose, to me known, who, being by me sworn, did depose and say: that he is President of Rieth-Riley Construction Co., Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office pursuant to corporation's Restated By-Laws and standing resolutions.

My Commission Expires: March 16, 2024




Ronya Phillips, Notary Public
Residing in Elkhart County, Indiana

I, Robert L. Konopinski, do hereby certify that I am the duly appointed and acting Secretary of Rieth-Riley Construction Co., Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana; that the foregoing Certificate of Authority has neither been amended or rescinded and remains in full force and effect; and furthermore, that the Restated By-Laws and standing resolutions of the corporation, as referred to and set forth in this Certificate of Authority, continue in full force and effect.

Signed and Sealed at the Corporate Office of Rieth-Riley Construction Co., Inc., in the City of Goshen, State of Indiana. Dated this 20th day of July, 2021.




Robert L. Konopinski, Secretary



RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

RIETH-RILEY CONSTRUCTION CO., INC.

PERSONNEL AND EXPERIENCE SCHEDULE

<u>Name</u>	<u>Title</u>	<u>Yrs. Constr. Experience</u>	<u>In What Capacity</u>
A. Keith Rose	CEO/President	34	Constr. Executive
Brian A. Inniger	Corporate Executive Vice President	24	Accounting/Finance
R. Scott Stine	Regional V.P. - Central Indiana	26	Constr. Executive
Chad W. Loney	Regional V.P. - Michigan	24	Constr. Executive
Eugene E. Yarkie	Vice Pres. - Operations	34	Constr. Executive
Eric Engleking	Vice Pres. - Northern Indiana	24	Constr. Executive
Robert L. Konopinski	Secretary	12	General Counsel
Michael J. Weber	Treasurer	20	Accounting/Finance



**CERTIFICATE OF QUALIFICATION
to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS
to the
STATE OF INDIANA**

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

RIETH RILEY CONSTRUCTION CO INC

3626 ELKHART RD
PO BOX 477
GOSHEN IN 46527-0477

Phone 574-875-5183
Fax 574-875-8405

Company Official
KEITH ROSE

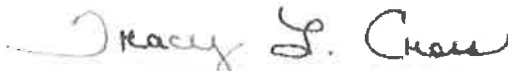
for the twenty-seven month period stated herein, unless revoked by this Board for cause,
and in the classifications of services stated below. This certificate supercedes any previous certificate.

- 1611.01 Concrete Construction of Roads & Curbing**
- 1611.02 Asphalt Construction of Roads and Parking Lots**
- 1622.01 Gen Contr-brdgs,vdcts,elvd hwys,rwy,tnls**
- 1623.03 Sewers and/or Water Lines**
- 1794.01 Earthmoving and Land Clearing**
- 1794.02 Excavation**
- 1795.02 Demolition of Pavements and Roads**

CERTIFICATION DATE **2/24/2020**

EXPIRATION DATE **5/24/2022**

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD,
402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204,
ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.



Tracy L. Cross, Executive Secretary
Certification Board

DAPW PQ2 State Form 3993R Rev. 07/06



State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

RIETH-RILEY CONSTRUCTION CO., INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on August 08, 1952, and was in existence or authorized to transact business in the State of Indiana on September 12, 2017.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 12, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

192874A067 / 2017402204

Verify this certificate: <https://bsd.sos.in.gov/ValidateCertificate>

RIETH-RILEY CONSTRUCTION CO., INC.

100% Quality • 100% Employee Owned • Over 100 Years

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Rieth-Riley Construction Co., Inc. ("Rieth-Riley") to assure that applicants are employed, and that employees are treated during employment, without regard to their veteran status, race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability, genetic information, citizen status, and/or any other applicable legally-recognized protected class under local, state or federal law. Such action shall include: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training. Further, Rieth-Riley will make reasonable efforts to accommodate the religious observations and practices of employees, unless to do so would cause Rieth-Riley an undue hardship.

If you have a complaint concerning a violation of this policy, contact your area office Equal Employment Opportunity Officer; or the Corporate Equal Employment Opportunity Officer or the Director of Human Resources who are located at Rieth-Riley Construction Co., Inc., P.O. Box 477, Goshen, IN 46527-0477, telephone number: (574) 875-5183.

Employees are encouraged to refer qualified minority and female candidates to Rieth-Riley at any of our area offices or you can send resumes to the Human Resource Department at the above address.



A. Keith Rose, President
January 1, 2021

(01/21 Edition)

P.O. Box 477 • 3626 Elkhart Rd. • Goshen, IN 46527



Phone: (574) 875-5183 • www.rieth-riley.com

**RIETH-RILEY CONSTRUCTION CO., INC.
2020 AREA EEO OFFICERS/Title VI Coordinators**

INDIANA

AREA	NAME
Cal-Region	Joan Mulhern
Elkhart	Gary Pyclik
Indianapolis	Charle Thomas
Lafayette	Nancy Yoder
LaPorte	Eddie Holliday
South Bend	Gary Pyclik

MICHIGAN

AREA	NAME
Benton Harbor	Adrienne Reisig
Big Rapids	Amy Teceno
Grand Rapids	Rosann Lauretti
Houghton Lake	Raychelle Trout
Kalamazoo	Adrienne Reisig
Lansing	Rosann Lauretti
Ludington	Amy Teceno
Manistee	Amy Teceno
Mason	Rosann Lauretti
Petoskey/Traverse City	Mary Southwood
Zeeland	Rosann Lauretti
Kasson	Mary Southwood

RIETH-RILEY CONSTRUCTION CO., INC.

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EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PLAN

1. Policy

- a. As established in Rieth-Riley Construction Co., Inc.'s ("Rieth-Riley") Non-Discrimination Policy ("Policy"), the employment policies and practices of Rieth-Riley are to assure that applicants are employed, and that employees are treated during employment, without regard to their veteran status, race, religion, sex, sexual orientation, gender identity, color, national origin, age, disability or genetic information. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Further, Rieth-Riley will make reasonable efforts to accommodate the religious observations and practices of employees, unless to do so would cause Rieth-Riley an undue hardship.
- b. This Equal Employment Opportunity and Affirmative Action Plan ("Plan") has been developed to insure proper implementation of the Policy and to make it clear to employment applicants and employees that equal employment opportunities are available on the basis of individual merit.

2. Corporate and Area EEO Officers

- a. Rieth-Riley's President shall appoint each year the Corporate EEO Officer who will have the responsibility to implement this Plan throughout the corporation, to advise and assist management, to render periodic reports, and to monitor the Area EEO Officers and the Area Offices to insure compliance with this Plan. The Corporate EEO Officer can be reached at P.O. Box 477, Goshen, IN 46527, (574) 876-5183.
- b. The President shall also appoint annually an Area EEO Officer for each area office within Rieth-Riley. Each Area EEO Officer shall work with the Corporate EEO Officer and the Area Manager to insure implementation of this Plan within the area.

3. Dissemination of Rieth-Riley's Non-Discrimination Policy

Rieth-Riley will take appropriate steps, both internal and external, to insure that all employment applicants and employees are advised of its Policy and of its interest in actively and affirmatively providing equal employment opportunities. These steps shall include but are not limited to the following:

- a. Required federal and state notices and posters setting forth Rieth-Riley's equal employment opportunity policy will be placed on area office and project bulletin boards which are readily accessible to employment applicants and employees.
- b. All printed materials by which Rieth-Riley deals with the general public will reflect that Rieth-Riley is an equal employment opportunity employer.
- c. Rieth-Riley's standard subcontract forms shall require its subcontractor's to comply with all federal, state and local statutes, regulations and ordinances dealing with equal employment opportunity and affirmative action.
- d. At the annual spring meetings the content of our Policy and this Plan will be discussed with all management personnel, including superintendents and foremen, and field employees.
- e. Copies of the Policy and Rieth-Riley's Selected Work Rules booklet shall be provided to every new employee and to every existing employee in January of each year.
- f. Stating in all employment solicitations that Rieth-Riley is an "Equal Opportunity Employer."
- g. In the spring of each year, by contacting, in writing, employment agencies (private and governmental), unions, schools and minority community organizations to advise as to Rieth-Riley's employment opportunities. We compile and update our mailing lists by using lists such as: MDOT's *On The Job Training Manual*, which includes the *Employment Resource Directory* which is found in MDOT's *On-The-Job Training Manual*; the recruitment list contained in INDOT's *Contractor Compliance Assistance Guide*.
- h. Encouraging our women and minority employees to assist us in identifying qualified minority and female applicants.
- i. Three times each construction season the subject of Rieth-Riley's "Weekly Tool Box Talk" is EEO. A Tool Box Talk is a weekly safety meeting that is conducted by Rieth-Riley's foremen/superintendents at each project site.

4. Implementation of EEO and Affirmation Action Plan

At a minimum, the Corporate EEO Officer will make biannual visits to each area office to insure that this Plan is being properly implemented.

- a. As a road builder, our construction season starts slowly in March, builds up from May through September and starts to wind down from October through November. As such, the initial visit to the areas will be made in January and February to confirm that good faith efforts are being implemented in order to maximize the chances of meeting employment goals in light of anticipated work volume.
- b. The Corporate EEO Officer will return in May and June to review with area personnel their compliance with the good faith efforts that were discussed with them in January and February. If goals were not achieved, then we will work with area personnel to see if there is anything else we can do to try and meet our minority/female goals before the end of the construction season.
- c. **College Recruiting**
 - i. Identify schools that offer 2 year or 4 year degrees or certificates that are construction related. Contact these institutions to make sure that Rieth-Riley is on their mailing lists for any job fair. Identify minority/female student groups and provide advance notice of campus visit.
- d. **DOT Sponsored On-the-Job Training Programs**
 - i. Rieth-Riley participates in the INDOT and the MDOT OJT programs. At the beginning of each construction season Rieth-Riley is informed by INDOT and MDOT how many minority or female apprentices it must hire. INDOT and MDOT prefer each trainee work at least 1000 hours per construction season and that the majority of their work be on INDOT/MDOT jobs. Trainees are reviewed three times per construction season by INDOT. MDOT contacts the trainee once per construction season for an interview. MDOT requires training reports be sent to the MDOT representative monthly. INDOT, with respect to OJT participants, requires weekly training reports, and a monthly report as to what job the OJT participants have or are working on.
 - ii. Since Rieth-Riley is a union contractor, we utilize union sponsored apprenticeship programs to provide training for the OJT participants.
- e. **Union Hiring**
 - i. Area superintendents/foremen are trained to be aware of whether or not the Area has met its minority/female hiring goals. If an Area has not met

its goals and additional workers are needed, the relevant unions are contacted and asked to provide qualified, minority/female journeymen or apprentices. The Corporate EEO Officer reviews these forms, and, when warranted, will contact the union to discuss the reasons why it was unable to provide qualified minority/female applicants.

- ii. In Indiana, if the union cannot provide qualified, minority/female applicants, contact the Indiana Plan to see if it has any trainees currently in its pre-apprentice training program. If qualified candidates are available, they will be sent to the union for purposes of joining the union and entering the union's apprenticeship program.
- iii. If the union is unable to provide qualified minority/female journeymen or apprentices, then Rieth-Riley reviews its "off-the-street" employment applications to see if a qualified candidate is available. If qualified candidates are available, they will be sent to the union for purposes of joining the union and entering the union's apprenticeship program.
- f. The internal, periodic Rieth-Riley reports that are provided to the Corporate and Area EEO officers to reflect whether their areas are reaching its goals and properly implementing the 16 Steps. In those situations where the goals have not been met, the Corporate EEO Officer will meet with the Area EEO officer and the Area Manager to see if there is anything we failed to do or anything else we can do to meet our goals.

5. Training

The Area EEO Officer and the people who will be assisting him/her implement this Plan, especially our project managers, superintendents and foremen, will be trained and re-trained (at annual spring meetings) with respect to:

- a. The 16 affirmative action standards ("16 Steps") and the documentation that must be retained for audit purposes.
- b. The purpose and difference between: FHWA's annual EEO-1 Report (due September of each year); the annual report due to the DOT each July (Indiana - 1391; Michigan - 1199).
- c. Training sessions/meetings are held in every Area throughout Michigan and Indiana yearly with Area EEO Officers, Area Managers, superintendents and foremen discussing our good faith efforts for recruiting our labor force.

6. Annual EEO Audits

The Corporate EEO Officer will each year in August and September conduct an EEO audit of each Area office. The Corporate EEO Officer will then meet with

each Area Manager and Area EEO Officer to review the audit results especially the steps necessary to correct any deficiencies determined as a result of the audit and the Area's compliance with the 16 steps.

7. Annual Minority/Female Performance Evaluation

As the construction season draws to a close and workers are terminated for lack of work, each Area EEO Officer will insure that each minority/female employee is:

- a. provided with a written performance evaluation; and,
- b. given the opportunity to discuss their evaluation with Rieth-Riley representatives; and,
- c. provided input as to what additional union journeyman and apprentice training (required or elective) is available from union sponsored training programs in order to enhance their knowledge, capabilities and versatility.

8. Subcontractors

- a. All of Rieth-Riley's subcontract forms have an EEO section that provides in detail the subcontractor's EEO responsibilities.
- b. The Corporate EEO Officer will conduct an EEO review of one subcontractor per area per year. The Corporate EEO Officer will discuss with the Subcontractor the audit results and require that the subcontractor provide a written action plan to address all deficiencies identified as a result of the audit.
- c. Post subcontractor's EEO policy and the name of its EEO officer on project bulletin boards.

9. DBE Procedures

As a road contractor that generates a substantial portion of its revenues from state DOT federal aid contracts, Rieth-Riley is subject to the Disadvantaged Business Enterprise regulations of the US Department of Transportation.

- a. Review our procedures in light of 49 CFR Part 26, especially the good faith efforts found at 49 CFR § 26.53.
- b. The Corporate EEO Officer and the Legal Department will educate the Area Managers and Estimators on the DBE requirements and the actions they are expected to take, e.g., where to go to find the current, certified DBE list, to achieve the DBE goals.

- c. Our corporate office sends out written notices to each DBE contractor prior to monthly DOT lettings, soliciting their bids on projects. In addition, Area Estimators individually contact DBE contractors soliciting their bids for specific projects. In addition we utilize advertising through Michigan Infrastructure and Transportation Association's (MITA) website soliciting bids from DBE contractors.

10. MBE/WBE Procedures

- a. The Corporate EEO Officer and Legal Department will educate the Area Managers and Estimators as to the procedures and forms that are required in order to comply with state and local MBE/WBE program procedures.

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DRUG AND ALCOHOL TESTING POLICY

0.0 DEFINITIONS. In addition to the definitions below, the definitions found in *49 CFR Part 40* and *49 CFR Parts 382 and 383, as amended*, shall apply to this Drug and Alcohol Testing Policy. Contact the Human Resource ("HR") Department, if you have any questions pertaining to the regulations.

0.1 The terms "Company," "Rieth-Riley" or "Employer" as used herein refer to Rieth-Riley Construction Co., Inc. and its wholly owned subsidiaries.

0.2 Company Official / Management means officer, department manager, group or area manager, office manager, project manager, supervisor or foreman.

0.3 CBA means Collective Bargaining Agreement.

0.4 CDL means Commercial Driver's License.

0.5 CMV means Commercial Motor Vehicle.

0.6 DER means Designated Employer Representative.

0.7 DOT means the Department of Transportation.

0.8 EAP means Employee Assistance Program.

0.9 EAP Administrator refers to the Human Resource Department (also known as the "HRD").

0.10 ESOP means an employee who is a participant in the Rieth-Riley Construction Co., Inc. Employees' Stock Ownership Plan and Trust.

0.11 Legal Drug means drugs prescribed by a licensed medical practitioner and over-the-counter drugs which have been legally obtained and are being used solely for the purpose and quantity for which they were prescribed or manufactured; however, marijuana and its active chemical ingredient, Tetrahydrocannabinol (THC), are explicitly excepted from any list of legal or acceptable drugs whether medical or recreational and despite any state law to the contrary, and shall be regarded as an illegal and prohibited substance and Schedule I drug by Rieth-Riley. To be clear, the Company does not accommodate or allow for the medical or recreational use of marijuana on or off duty.

0.12 MRO means Medical Review Officer.

0.13 Prohibited Use means the usage of any drug which:

- Is not legally obtainable;
- May be legally obtainable, but has not been legally obtained;
- May have been legally obtained, but is being used in a manner, or for a purpose, other than as prescribed or intended; or
- May be legally obtained and/or legally possessed and used but is prohibited from being in one's system; possessed or used while on the job; or brought onto Company property or a job site under Rieth-Riley's Drug & Alcohol Policy, the DOT's regulations, and/or a union employee's collective bargaining agreement.

0.14 SAP means Substance Abuse Professional.

0.15 Scope of Employment means whenever an employee is engaged in activities that are related to his/her work or that are logically and naturally connected with it. This includes, but is not limited to, activities while on Rieth-Riley's property, while on a construction job site, while driving to and from Rieth-Riley offices, job sites, or other job related locations, while attending business-related activities or while operating a vehicle or machine leased or owned by Rieth-Riley.

0.16 Screening Test (initial test) means in alcohol testing: a procedure to determine if an employee has a prohibited concentration of alcohol in his or her system. In controlled substance testing: a screen to eliminate 'negative' urine specimens from further consideration. **Note: This definition is distinct in meaning from Rieth-Riley's Post Event: Drug and Alcohol Screening Policy.**

0.17 THC an acronym for Tetrahydrocannabinol, the psychoactive chemical ingredient in marijuana.

0.18 Under The Influence means the physical and/or mental impairment resulting from the consumption, ingestion, injection or any other means of intake, of drugs or alcoholic beverages into the body. For purposes of this policy, a confirmed positive drug or alcohol test establishes use and that an employee is "under the influence."

WHAT DRUG AND ALCOHOL TESTING POLICY APPLIES:

1.0 IF THE EMPLOYEE IS NON-UNION, then Rieth-Riley's Drug and Alcohol Testing Policy applies.

2.0 IF THE EMPLOYEE IS UNION, THEN:

2.1 If there is a drug and alcohol testing policy that is part of the CBA, then that policy applies.

2.2 If the union employee has a CDL and is authorized to drive a Rieth-Riley CMV, then Rieth-Riley's policy will govern over any CBA drug and alcohol policy that is inconsistent with the Federal Motor Carrier Safety regulations dealing with drug and alcohol testing involving CDLs.

2.3 If neither 2.1 nor 2.2 apply, then Rieth-Riley's policy applies, *but only with respect to post-accident and reasonable suspicion testing. Rieth-Riley cannot test a union employee on a random basis without a CBA drug*

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and alcohol testing provision.

3.0 CONSULT THE CBA to determine if the CBA contains specific drug and alcohol testing provisions. With respect to Operating Engineers, unless specifically noted, the provisions apply to all union employees in the geographical area, including plant and shop employees.

4.0 RIETH-RILEY'S POLICY

4.1 Employees are an extremely valuable resource for Rieth-Riley's business, and their employment, and their health and safety is a serious concern of the Company. To this end, Rieth-Riley is committed to provide and maintain a drug free, alcohol free, safe and healthy work environment for our employees. Employees who abuse alcohol or drugs are a danger to themselves and their coworkers and create potential liabilities for Rieth-Riley that are unacceptable. Specifically, *it is the policy of Rieth-Riley* that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance including marijuana (with the exception of medically prescribed drugs other than marijuana) or the use or possession of alcohol by any employee while on Company premises or projects, engaged in Company business, while operating Company vehicles and equipment, or performing any work within the employee's scope of employment, *is strictly prohibited and could, depending on the circumstances, lead to immediate termination.* Additionally, it is also the policy of Rieth-Riley that the presence of alcohol in an employee's system shall not be in a concentration of any measurable level, excepting however those union employees identified in Sections 2.2 above and whom are subject to the U.S. Department of Transportation (49 CFR Part 40) and the Federal Motor Carrier Safety Administration (49 CFR Parts 382 and 383), as amended, as well as any other union employees subject hereunder and all of whom shall not have the presence of alcohol in their system in a concentration **0.04** or greater, all while on Company premises or projects, engaged in Company business, while operating Company vehicles and equipment, or performing any work within the employee's scope of employment, and such behavior is *strictly prohibited and could, depending upon the circumstances, lead to immediate termination. Moreover, those employees who are subject to the U.S. Department of Transportation and the Federal Motor Carrier Safety Administration Rules and Regulations will be removed from safety sensitive duties for a minimum of twenty-four (24) hours if the presence of alcohol in their system is in a concentration between 0.02 and 0.04.*

4.2 This policy sets forth the procedures for the implementation of controlled substance and alcohol testing of applicants who have been given a conditional offer of employment and current employees. The administrator designated to monitor, facilitate, and answer questions pertaining to this policy and these procedures is the HRD, which can be reached at (574) 875-5183.

4.3 This policy shall govern with respect to all Rieth-Riley employees, except with respect to union employees, whose CBA contains a drug and alcohol testing policy, *in which case, the terms of the CBA drug and alcohol testing provision shall apply, to the extent not inconsistent with applicable law and/or regulations, or as otherwise indicated herein.*

4.4 This policy is based, in part, on regulations issued by the U.S. Department of Transportation (49 CFR Part 40) and the Federal Motor Carrier Safety Administration (49 CFR Parts 382 and 383), as amended and the relevant portions of Indiana Code 4-13-18, et seq. as amended. A complete copy of this policy, including the applicable CBA provisions that deal with drug and alcohol testing procedures and the foregoing regulations may be reviewed upon request at the Rieth-Riley Area Office.

4.5 Rieth-Riley requires pre-employment drug testing after a conditional job offer has been extended to an ESOP or non-union job candidate. The Company also requires a drug and alcohol test for any applicant being considered for a position which requires a CDL in order to drive a CMV. *Any job candidate with a confirmed drug test failure will not be hired.*

4.6 It is possible that ESOP employees could be part of more than one (1) testing pool, e.g. random pool and DOT pool. Each pool is managed separately and thus it is possible to be required to report for a random test more than once in any given month. Additionally, because of the nature of random draws from pools, it is possible to be required to test in consecutive months or frequently over the course of the year.

4.7 It is Rieth-Riley's intent that this policy will at all times be in complete compliance with applicable federal, state, and local statutes, ordinances, regulations and laws.

4.8 Recognizing that there may be employees who have a drug or alcohol problem, Rieth-Riley wants to assist any such employee in overcoming that problem and encourages employees to seek help through its EAP, which is administered by the HRD. See Section 6.0 herein. In addition, the employee will be advised of any insurance that may be provided by Rieth-Riley that covers drug treatment or rehabilitation programs. The Company encourages employees to seek help before a violation of this or other workplace policy or rule occurs.

4.9 Nothing in this policy restricts, limits, or changes the employment at-will relationship between Rieth-Riley and the employee. Neither this policy nor any of its terms create or are intended to create a contract of employment. Rieth-Riley reserves the sole right to change, amend or modify any term or provision of this policy at any time without notice to the employee. This policy supersedes all prior policies and statements relating to alcohol or drugs.

5.0 ALCOHOL AND DRUG TESTING PROCEDURES

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5.1 **Prohibited Conduct** - The following shall be considered "prohibited conduct" for purposes of this policy:

5.1.1 No employee shall report, perform duties within the scope of his/her employment or remain at work while under the influence of alcohol or drugs, nor may such employee possess, use, or distribute alcohol or illegal drugs (including marijuana) while at work.

5.1.2 With respect to *safety-sensitive functions*, no employee shall report for duty or remain on duty requiring the performance of *safety-sensitive functions* while having an alcohol concentration greater than those limits specified and as set forth in Section 4.1 herein. An employee is considered to be performing a *safety-sensitive function* if he/she is *actually performing, ready to perform or immediately available to perform* any of the following functions:

A. All time spent at facility waiting to be dispatched;

B. All time inspecting, servicing, or operating any CMV at any time;

C. All driving time or time spent at the driving controls of any CMV in operation;

D. All time spent loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, including completion of any related paperwork; and remaining in readiness to operate the vehicle;

E. All time performing those duties required of an employee involved in a vehicle accident; or

F. All time spent repairing, assisting, or attending to a disabled motor vehicle.

5.1.3 No employee shall be on duty or operate a CMV while the employee possesses or is under the influence of alcohol.

5.1.4 No employee shall use alcohol while performing safety-sensitive functions.

5.1.5 No employee shall perform safety-sensitive functions within four (4) hours after using alcohol.

5.1.6 No employee required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident test, whichever occurs first.

5.1.7 No employee shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, dilute or follow-up alcohol or drug test. If, however, an employee is screened per the terms of Rieth-Riley's Post Event Drug and Alcohol Screening Policy and the result is negative, then the employee will not be required to submit to the test prescribed hereunder post-accident.

5.2 **Prescription Medication and/or Other Medication Use**

5.2.1 An employee is prohibited from reporting for duty or remaining on duty when the employee uses or is under the influence of any medication. As stated above, the use (on or off duty) of marijuana, even if for medical purposes, is prohibited under Rieth-Riley's policy.

5.2.2 Any employee who is using a prescribed drug, or over-the-counter medication, which is known or advertised as possibly affecting or impairing judgment, coordination or other senses, (including dizziness or drowsiness), or which may adversely affect the employee's ability to perform work in a safe and productive manner, must notify the Company prior to starting work or entering any Company premises. This requirement does not apply if the medication use is pursuant to prescription or written instruction of a physician (for over-the-counter medication) who has advised the employee that the substance will not adversely affect their ability to safely perform their duties. The Company will engage in a fact-based individualized assessment to determine if the employee can remain at work or on the Company premises and what work restrictions, if any, are deemed necessary that could allow the employee to safely and effectively perform his or her work.

5.2.3 Ingestion of products that contain hemp will not be an acceptable explanation for testing positive for marijuana.

5.2.4 The production of a state-issued medical marijuana card or similar certification will not be acceptable explanation for testing positive for marijuana.

5.2.5 The use of products which contain cannabidiol (CBD) will not be an acceptable explanation for testing positive for marijuana.

5.3 **Refusal to Test** Refusal to submit to the types of drug and alcohol tests employed by the Company will be grounds for refusal to hire employee/applicant(s) and to discipline existing employee(s) up to and including termination. A refusal to test would include any of the following situations:

5.3.1 Failing to appear for any test within a reasonable time after being directed to do so.

5.3.2 Failing to remain at the testing site until the testing process is completed.

5.3.3 Failure to provide a breath sample, saliva sample or urine sample as directed or in some isolated cases, a sample as directed by the third-party service agent.

5.3.4 Failure to permit, if the situation requires, the observation or monitoring of providing a urine specimen.

5.3.5 Failure to provide a specimen, as directed, within required time frames may be considered a refusal. If an employee cannot provide a sufficient quantity of urine or breath, he/she will be directed to be evaluated by a physician of the Company's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen, (either breath or urine), it will be considered a refusal to test.

5.3.6 Failure to undergo a medical examination or evaluation as directed by the MRO as part of the verification process, or as directed by the DER as part of a "shy bladder" or "insufficient breath" situation.

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- 5.3.7 Failing to take or declining to take a second test as required by this policy or DOT regulations.
- 5.3.8 Failure to cooperate with any part of the testing process and/or conduct that would obstruct the proper administration of a test (e.g., refusing to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
- 5.3.9 Refusing to sign Step 2 of the Alcohol Testing Form as found in Appendix 6 to 49CFR Part 40.
- 5.3.10 A report from the MRO that you have a verified adulterated or substituted test result.
- 5.3.11 For an observed collection, failure to follow the observer's instruction to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- 5.3.12 Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- 5.3.13 Admission to the collector or MRO by the employee that they adulterated or substituted their specimen.
- 5.4 **Types of Tests** There are seven (7) circumstances for drug and alcohol testing:
- Pre-employment testing;
 - Random testing;
 - Post-accident testing;
 - Reasonable suspicion testing;
 - Return-to-duty testing;
 - Follow-up testing; and
 - Dilute retesting.
- 5.5 **Pre-employment Testing** After a job offer has been extended, all ESOP and non-union job applicants must submit to a urine drug test. Applicants, ESOP, non-union and union employees who are required to have or obtain a CDL license in order to drive a CMV for Rieth-Riley must submit to a urine drug and alcohol test unless a qualifying pre-employment exemption can be documented.
- 5.5.1 A qualifying pre-employment exemption will be granted if satisfactory documentation demonstrating that he/she has participated in a controlled substances testing program within the last thirty (30) days and the applicant, while participating in that program, was either tested in the last six (6) months or was subject to a random testing program for the last twelve (12) month period.
- 5.6 **Random Testing**
- 5.6.1 **ESOP and Non-Union Employees** Rieth-Riley conducts random drug testing with the assistance and coordination of a third-party service agent. The random selection system provides an equal chance for each Area employee to be selected each time random selection occurs. All employees are subject to annual random drug testing; in addition, at least two percent (2%) of the employees subject to testing must be randomly tested each month. Random selections will be reasonably spread throughout the year. Random selection, by its very nature, may result in employees being selected for random testing more than once a calendar year. Once the MRO advises the HRD of the names (ESOP and non-union employees) selected for the random test:
- A. The HRD will notify the Office Manager and Group or Area Manager of the selection. Such notification shall not occur more than twenty-four (24) hours in advance of the scheduled date of testing.
 - B. The HRD will provide the names of the employees to be tested to the Office Manager and Group or Area Manager.
 - C. It is the Office Manager and Group or Area Manager's responsibility to ensure that the employees assigned to the Area report to the collection site at the scheduled time.
 - D. The HRD must approve exceptions to the testing schedule.
 - E. The MRO will contact the HRD with employee names not tested. If an employee does not go to the HRD, such failure may be considered a refusal to test and will be dealt with in accordance with Paragraph 5.3.
- 5.6.2 **CMV Drivers (Whether ESOP, Non-Union or Union)**
- Rieth-Riley conducts random drug and alcohol testing in accordance with the applicable regulations. Rieth-Riley will submit the names of all employees who have a CDL and who drive a CMV as part of their job description ("CMV Drivers") to a random selection system. The random selection system provides an equal chance for each employee to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. Rieth-Riley will drug test, at a minimum, fifty percent (50%) of the average number of CMV Drivers in each calendar year or at a rate established by the DOT for the given year. Rieth-Riley will select, at a minimum, ten percent (10%) of the average number of CMV Drivers in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year. Random selection by its very nature may result in employees being selected for random testing more than once a calendar year.
- If a CMV Driver is selected at random, for either drug or alcohol testing, a Company official will notify the employee. Once notified, the employee must proceed to the designated collection site immediately. *If the employee does not go to the collection site as soon as possible after notification, such conduct may be considered a refusal to test and will be dealt with in accordance with Paragraph 5.3.*
- 5.6.3 **Union Employees** If Paragraph 5.6.2 is not applicable and there is no applicable CBA drug and alcohol

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testing provision, this policy as it relates to ESOP employees shall govern to the extent it is not inconsistent with applicable law and/or regulations.

5.7 Post-Accident Testing For employees who are not CMV Drivers, or CMV Drivers who are involved in an accident that did not involve a CMV, post-accident testing (drug and alcohol) will be required when management judges an employee to have been the direct, or indirect, cause of an event that resulted in injury to a person or damage to property, or if an employee is required to receive offsite medical treatment, unless however it is determined by management under Rieth-Riley's Post Event Drug and Alcohol Screening Policy that such testing is not required because the screening result was negative. The third-party service agent will notify the HRD of the results. Employees who are CMV Drivers must submit to a drug and alcohol test any time he or she is involved in an accident where 1) a fatality is involved; or 2) the employee receives a citation for a moving violation arising from the accident that involved:

- Injury requiring medical treatment away from the scene; or
- One or more vehicles having to be towed from the scene.

5.7.1 Any time a post-accident drug or alcohol test is required, it must be performed as soon as practical. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If no urine collection can be obtained for the purpose of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease. An employee is prohibited from consuming alcohol between the time of the accident and the test.

5.7.2 In the event that federal, state, or local officials conduct breath or blood test for the use of alcohol and/or urine tests for the use of controlled substances following an accident, employees must comply with law enforcement personnel requests. Rieth-Riley may request testing documentation from such agencies and may ask the employee to sign a release allowing it to obtain such test results.

5.7.3 For non-CMV Drivers, in the event an employee is so seriously injured that the employee cannot provide a sample of urine, breath or saliva at the time of the accident, the employee must provide necessary authorization for Rieth-Riley to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the employee's system at the time of the accident.

5.8 Reasonable Suspicion Testing Reasonable suspicion for requiring an employee to submit to drug and/or alcohol testing shall be deemed to exist when a trained supervisor or company official observes an employee manifesting physical, behavioral, speech or performance symptoms or reactions commonly attributed to the use of or being under the influence of controlled substances or alcohol. With respect to a CMV Driver, an alcohol test is authorized only if the circumstances that gave rise to reasonable suspicion were observed when the CMV Driver is about to perform, is performing or has just completed the performance of safety-sensitive functions.

5.8.1 Any trained supervisor or company official observing such conditions will take the following actions immediately:

A. Contact your supervisor or DER.

B. Confront the employee involved and keep under direct observation until the situation is resolved.

C. Secure the DER's concurrence to observations. After discussing the circumstances with the DER, arrangements will be made to observe or talk with the employee. If he/she believes, after observing or talking to the employee, that the conduct or performance problem could be due to the illegal use of a controlled substance and/or the use of alcohol, the employee will be immediately required to submit to a breath test or urinalysis. If the employee refuses to submit to testing for any reason, the employee will then be informed that continued refusal will result in disqualification from performing his/her job and possible disciplinary action up to and including termination.

D. Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline or suspension from driving or other duties. All confiscated evidence will be receipted for with signatures of both the receiving supervisor, as well as the provider.

E. Within twenty-four (24) hours or before the results of the controlled substance test and/or alcohol test are released, the DER shall document in writing the particular facts related to the employee's suspect behavior or performance problems that led to the reasonable suspicion test; and shall maintain this documentation in appropriate DOT and/or non-DOT files.

F. The DER shall remove or cause the removal of the employee from the Company-owned vehicle, equipment and/or property and ensure that the employee is transported to an appropriate collection site and thereafter to the employee's residence or, where appropriate, to a place of lodging. Under no circumstances will that employee be allowed to continue to operate or drive a Company vehicle or piece of equipment until a confirmed negative test is received.

G. If an alcohol test cannot be administered within two (2) hours after it is determined that reasonable suspicion exists, Rieth-Riley will maintain a file stating the reasons for the delay. If the alcohol test is not administered within eight (8) hours after it is determined that reasonable suspicion exists, then Rieth-Riley will cease efforts to administer the test and will record the reasons why the test was not administered.

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5.9 Return to Duty Testing A return to duty test will be required for all employees who have violated this policy (test positive or refuse to test). The employee may not return to duty until he or she passes (tests negative) a drug test and/or tests below **any measurable level** for breath alcohol and the MRO, or SAP, and Rieth-Riley have determined that the employee may return to duty.

5.10 Follow-up Testing Any employee who has returned to work following a violation of this policy will be subject to follow-up testing. Rieth-Riley will require, *at a minimum*, six (6) follow-up tests within the first twelve (12) months following an employee's return to work. Frequency of testing thereafter will be based on the recommendations of the SAP. CMV Drivers will be tested in accordance with DOT regulations and the recommendations of the SAP.

5.11 Dilute Retesting

5.11.1 If a pre-employment dilute drug test result, regulated (DOT) or non-regulated, is reported by the MRO, it is required that all job candidates submit to another drug test as soon as the HRD can arrange it. A second dilute will be considered a positive and the job candidate will not be hired.

5.11.2 If an employee submits to a non-regulated (DOT) drug test and it is reported by the MRO as a dilute test, then it is required that the employee submit to another drug test as soon as the HRD can arrange it. The employee will be provided with a Dilute Form and the employee will be required to sign the form. A second dilute will result in termination of employment.

5.11.3 If an employee submits to a regulated (DOT) drug test and it is reported by the MRO as a dilute test, the results of the test will be the results of record. If negative but dilute, no further action will be required. If positive but dilute, the test will be treated as a positive and all policy requirements for a positive test will be followed.

6.0 EMPLOYEE ASSISTANCE PROGRAM ("EAP")

6.1 Initial Evaluation

6.1.1 The SAP will provide a comprehensive face-to-face assessment and clinical evaluation and recommend a course of education and/or treatment with which the employee must demonstrate successful compliance prior to returning to DOT safety-sensitive duty.

6.1.2 Neither Rieth-Riley nor an employee may seek or rely upon a second SAP evaluation, if the employee already has been evaluated by a qualified SAP.

6.1.3 No one may change the SAP's initial evaluation, except that the SAP who made the evaluation may modify the evaluation based on new or additional information.

6.2 Referral The SAP will serve as a referral source to assist the employee's entry into an education and/or treatment program.

6.3 Follow-Up Evaluation

6.3.1 The SAP will re-evaluate the employee to determine if the employee has successfully carried out the SAP's education and/or treatment recommendations. In order to do so, the SAP must:

A. Confer with or obtain appropriate documentation from the appropriate education and/or treatment program professionals where the employee was referred; and

B. Conduct a face-to-face clinical interview with the employee to determine if the employee demonstrates successful compliance with the SAP's initial evaluation recommendations.

6.3.2 If the employee has demonstrated successful compliance, the SAP shall provide a written report directly to the DER, highlighting the SAP's clinical determination that the employee has complied with the initial evaluation recommendation.

6.3.3 If the employee has not demonstrated successful compliance with the SAP's recommendations, the SAP will provide written notice directly to the DER. After receiving the SAP's written notice, Rieth-Riley will not return the employee to the performance of safety-sensitive duties.

6.3.4 The SAP may conduct additional follow-up evaluations if Rieth-Riley determines that doing so is consistent with the employee's progress as the SAP has reported it and with Rieth-Riley's policy and the CBAs with the unions.

6.4 Additional Treatment, Aftercare or Support Group Services

6.4.1 If the SAP believes that ongoing services (in addition to follow-up tests) are needed to assist an employee to maintain sobriety or abstinence from drug use after the employee resumes the performance of safety-sensitive duties, the SAP must provide recommendations for these services in the follow-up evaluation report.

6.4.2 As an employer receiving a recommendation for these services from a SAP, Rieth-Riley may, as part of a return-to-duty agreement with the employee, require the employee to participate in the recommended services. The SAP may monitor and document the employee's participation in the recommended services. Rieth-Riley may make use of EAP services in assisting and monitoring employees' compliance with SAP recommendations.

6.4.3 Employees are obligated to comply with SAP recommendations for these services. If the employee fails or refuses to comply, the employee may be subject to disciplinary action up to and including termination.

7.0 DISCIPLINARY PROCEDURES

RIETH-RILEY CONSTRUCTION CO., INC.

100% Quality • 100% Employee Owned • Over 100 Years

7.1 Any employee testing positive for alcohol or who has a positive controlled substance test is considered to be in violation of this policy, and is not qualified to drive a CMV, operate any equipment, perform any duties and will be immediately removed from service and suspended, without pay, for a period of no less than thirty (30) days and will be offered the opportunity to participate in the EAP as long as the positive test result is the first time. If a negative return to duty drug test result is received from the MRO, Rieth-Riley will decide if continued employment of the individual is in the best interests of the company. *If an employee either: a) provided a specimen that is determined by the MRO to be either adulterated or substituted; or b) previously tested positive, completed the EAP prescribed by the counselor, and tests positive a second time at any time in the future, then it will result in his/her immediate termination with no opportunity for re-hire in the future at any Rieth-Riley location.* If an employee has refused to test, the employee will be considered in violation of this policy and will be dealt with in accordance with **Paragraph 5.3.**

7.2 To be able to be returned to a CDL position the employee must complete the steps outlined in **Paragraphs 5.9 and 5.10 and Section 6.0.**

8.0 VOLUNTARY DISCLOSURE

Rieth-Riley encourages employees to seek help if they feel they have a problem with drug or alcohol misuse before it becomes a matter of discipline with the Company. Rieth-Riley will assist any employee in seeking professional help to address their problem, who voluntarily discloses to the Company that he/she believes that he/she has a drug and/or alcohol problem. This voluntary step of self-identification is the responsibility of the employee; and with the exception of certain conditions, will alleviate the requirement for disciplinary action if brought to Rieth-Riley's attention prior to any testing conducted by Rieth-Riley or violation of this policy. Upon disclosure of a problem to Company personnel, the employee will be removed from all duties, including safety-sensitive duties without pay until completion of all steps outlined in **Section 6.0** of this policy. The employee will be responsible for costs associated with this process in the same manner as any other employee. If the employee makes no commitment to overcoming the problem and achieving a satisfactory level of performance, attendance, or behavior, then termination of employment will result.

9.0 CONFIDENTIALITY AND RELEASE OF INFORMATION

9.1 Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request and/or authorization from the applicable employee.

9.2 However, Rieth-Riley may release information as follows:

9.2.1 Copies of the results of alcohol or drug testing to an identified person provided the employee has provided written consent.

9.2.2 Copies of information requested by the Secretary of Transportation, any DOT agency, or any State or local official with regulatory control over Rieth-Riley or any of its employees.

9.2.3 The results of post-accident testing when requested by the National Transportation Safety Board as part of an accident investigation.

9.3 Employees are entitled, upon written request, to obtain copies of any records pertaining to their use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests.

9.4 The HRD will maintain a list of all former employees who have tested positive and refused to participate in any EAP regimen of treatment or who have refused to take a test. Prior to hiring a person into a non-union or ESOP position, that person's name must be checked against this list by contacting the HRD. If the person has refused treatment or a test, they are not eligible for re-hire and a notation will be made in his/her personnel file identifying the reason for the hiring prohibition.

(01/19)