

TOWN OF MUNSTER 2024 CURB AND GUTTER REMOVAL AND REPLACEMENT

1.0 Scope

1.1 This work consists of removal and replacement of existing curb and gutter and asphalt patching at 502 Evergreen Lane to 501 Hickory Lane, 520-532 Evergreen Lane, and 8738 Baring Avenue.

2.0 Technical Specifications

2.1 The current Indiana Department of Transportation Standard Specifications and Town of Munster Infrastructure Standards shall apply on this contract except as modified in the Special Provisions.

3.0 Basis of Proposal

3.1 Work will be completed in accordance with the Contract Documents for the following price(s):

UNIT PRICE CONTRACT

NO.	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION AND DEMOBILIZATION	LSUM	1.00	\$16,530.00	\$16,530.00
2	HMA PATCHING, FULL DEPTH, TYPE B	TON	63.00	\$325.00	\$20,475.00
3	CURB & GUTTER, CONCRETE, REMOVE & REPLACE	LFT	640.00	\$126.00	\$80,640.00
4	PCCP FOR APPROACHES, 6IN. REMOVE & REPLACE	SYS	20.00	\$500.00	\$10,000.00
TOTAL BASE BID					\$127,645.00

3.2 Proposer acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of proposals and final payment for all Unit Price items will be based on actual quantities, determined as provided in the Contract Documents.

4.0 Attachments to this Proposal

4.1 The following documents are attached to and made a condition of this proposal:

- A. Required Bid Security
- B. Indiana State Form 96
- C. E-Verify Affidavit
- D. Evidence of authority to conduct business as corporation in Indiana

DIVISION 98 - SPECIAL PROVISIONS

SECTION 98 101

STANDARD SPECIFICATIONS

The following specifications shall be used by all persons, firms, or corporations in the performance of work conducted within the corporate limits of the Town of Munster.

The current Indiana Department of Transportation Standard Specifications, along with the Town of Munster Infrastructure Specifications, shall apply on this contract except as noted in these Special Provisions.

SECTION 98 110

MOBILIZATION AND DEMOBILIZATION

This work shall be in accordance with Section 105.03 and Section 110 except as modified herein.

Basis of Payment

This work will be paid for at the contract lump sum price for MOBILIZATION AND DEMOBILIZATION.

Pay Item	Pay Unit Symbol
MOBILIZATION AND DEMOBILIZATION.....	LSUM

SECTION 98 304

ASPHALT BASES

This work shall be in accordance with Section 105.03 and Section 304 except as modified herein.

HMA Patching will be as indicated in the plans or as directed by the engineer. This item shall be paid at the planned quantity indicated in the bid form unless additional patching is required. Additional HMA patching shall be field measured and paid for as indicated below. Removal of asphalt pavement is included within the planned quantity.

Basis of Payment

This work will be paid for at the contract unit price per ton for HMA PATCHING, FULL DEPTH, TYPE B.

Pay Item	Pay Unit Symbol
HMA PATCHING, FULL DEPTH, TYPE B.....	TON

SECTION 98 605

CURBING

This work shall be in accordance with Section 105.03 and Section 605 except as modified herein.

A concrete mix design shall be submitted to the Engineer for approval at least 3 days before concrete placement begins.

Curbing shall match existing, adjacent curb unless otherwise specified or directed by the Engineer.

New curbs shall be doweled into existing curbs according to construction details or as directed by the Engineer.

Curb and Gutter shall be installed with a minimum of 6" #53 compacted stone base. Asphalt millings are not acceptable. Asphalt base shall not be used except in the event that the pavement section exceeds the face of the curb.

Costs included in the cost of CURB & GUTTER, CONCRETE, REMOVE & REPLACE include:

- Removal of existing curb and gutter
- Installation of depressed curb at curb ramp locations and driveway or alley entrances
- Placement of compacted stone base
- All restoration associated with curb installation

Basis of Payment

This work will be paid for at the contract unit price per linear foot for CURB & GUTTER, CONCRETE, REMOVE & REPLACE

Pay Item	Pay Unit Symbol
CURB & GUTTER, CONCRETE, REMOVE & REPLACE	LFT

SECTION 98 610

APPROACHES

This work shall be in accordance with Section 105.03 and Section 610 except as modified herein.

A concrete mix design shall be submitted to the Engineer for approval at least 3 days before concrete placement begins. A Job Mix Formula shall be submitted for approval by the Owner or Owner's Representative at least 3 days before paving operations begin.

Removal of driveway approaches due to curb and gutter installation shall be considered incidental to the replacement of same driveway approach. Subgrade treatment per INDOT specifications shall be considered incidental to the contract unit cost. Restoration associated with installation of driveway approaches shall be incidental to the contract unit cost of items listed below.

Basis of Payment

This work will be paid for at the contract unit price per square yard for PCCP FOR APPROACHES 6 IN, REMOVE & REPLACE This item is provided as an UNDISTRIBUTED QUANTITY and shall be used only at the discretion of the Engineer or Owner.

Pay Item	Pay Unit Symbol
PCCP FOR APPROACHES, 6 IN., REMOVE & REPLACE	SYS

SECTION 98 999

ADDITIONAL WORK

Additional work included in the contract documents or plans, but not included explicitly in the items listed in Section 98 101 through Section 98 999 of this document shall be considered incidental to the project and will be paid for as part of other items. For additional work determined by the OWNER to be outside the scope of this project, the CONTRACTOR shall request a change order to the contract.

END OF SECTION

CONTRACTORS BID FOR PUBLIC WORK

Form No. 96 (Revised 2009)

BID OF

Rieth-Riley Construction Co., Inc.

(Contractor)

7500 W. 5th Avenue

(Address)

Gary, IN 46406

FOR

PUBLIC WORKS PROJECTS

OF

2024 Curb and Gutter Removal and Replacement

Town of Munster, Lake County, Indiana

Filed November 1, 2024

Action

Taken

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

PART I

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

Date: November 1, 2024

1. Governmental Unit (Owner): Town of Munster

2. County: Lake County

3. Bidder (Firm): Rieth-Riley Construction Co., Inc.

Address: 7500 W. 5th Ave

City/State: 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 the Town of Munster (Governmental Unit) in accordance with plans and specifications dated October 18, 2024 for the sum of

\$ \$127,645.00

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 \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Town of Munster
Bidder (Firm): Rieth-Riley Construction Co., Inc.
Date: November 1, 2024

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	Completion Date	Name and Address of Owner
2,400,000.00	Earthwork, Concrete, Asphalt	2023	Street Resurfacing 2023, Town of Schererville
2,000,000.00	Earthwork, Asphalt Paving	2023	129th & Dickey Rd, East Chicago
1,100,000.00	Earthwork, Underground Utilities, Asphalt Paving	2023	Road & Water Improvements, Town of Munster
1,200,000.00	Earthwork, Underground Utilities Concrete, Asphalt	2023	Center Street, City of Whiting

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
6,000,000.00	Earthwork, Underground Utilities, Concrete, Asphalt	2024	Hohman Avenue, City of Hammond
1,500,000.00	Earthwork, Underground Utilities, Asphalt	2024	Greenview and 113th, City of Crown Point
300,000.00	Earthwork, Asphalt	2024	Whiting 2023 Resurface City of Whiting
80,000.00	Earthwork, Asphalt	2024	Dune Acres 2024 CCMG, Town of Dune Acres

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

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

Berglund Construction	Contact: Jim Dyer	219-926-4246
Tonn & Blank Construction	Contact: Steven Gierke	219-878-6230
NiSource	Contact: Chris Booth	219-406-5409
Cleveland Cliffs	Contact: Jeff Edwards	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, completed 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 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 expect to 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 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 _____

September 28, 2024

		Dollars								Cts.
ASSETS										
1. Cash:	(a) On hand _____								0	
	(b) In bank _____	9	5	9	1	9	2	1	8	
	(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	3	3	4	4	1	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate										
	(a) Amount receivable after deducting retainage _____	13	2	4	4	6	3	2	8	
	(b) Retainage to date; due upon completion of contracts _____	2	1	7	9	2	4	5	7	
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	6	1	0	3	5	3	2	3	
8. Real estate:	(a) Used for business purposes _____	6	8	4	7	4	4	4	6	
	(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) _____	7	2	2	8	0	2	2	1	
11. Equipment, book value _____		10	2	4	3	0	4	1	8	
12. Furniture and fixtures, book value _____										
13. Other assets _____		11	3	2	4	6	0	1	1	
Total assets		66	9	9	5	8	8	3	3	
LIABILITIES										
1. Notes payable:	(a) To banks regular _____			2	0	7	8	9	5	
	(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 _____	8	8	0	7	0	1	7	1	
	(b) Past due _____								0	
3. Real estate encumbrances _____									0	
4. Other liabilities _____		12	8	3	5	4	1	8	9	
5. Reserves _____									0	
6. Capital stock paid up:	(a) Common _____			4	2	6	6	0	0	
	(b) Common _____	7	9	9	6	5	7	4	0	
	(c) Preferred _____								0	
	(d) Preferred _____								0	
	Treasury								0	
	Accumulated Other Comprehensive Loss			2	1	5	8	4	4	
7. Surplus (net worth) _____		37	0	8	4	7	3	3	9	
Total liabilities		66	9	9	5	8	8	3	3	
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 IV OATH AND AFFIRMATION

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

Dated at Gary, IN this 1st day of November, 2024

Rieth-Riley Construction Co., Inc.

(Name of Organization)

By

Christopher W. Fouts, Sales Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)

COUNTY OF Lake)

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

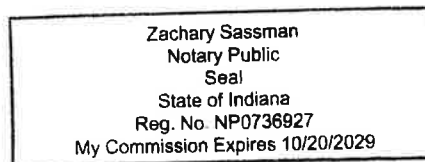
Subscribed and sworn to before me this 1st day of November, 2024.



Notary Public

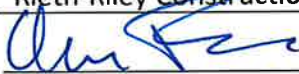
My Commission Expires: October 20, 2029

County of Residence: Porter



E-VERIFY AFFIDAVIT

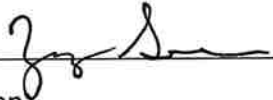
As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

(Contractor): Rieth-Riley Construction Co., Inc.
By (Written Signature): 
(Printed Name): Christopher W. Fouts
(Title): Sales Manager

Important - Notary Signature and Seal Required in the Space Below

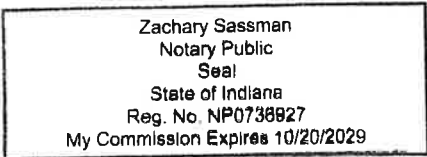
STATE OF Indiana)
COUNTY OF Lake) SS:

Subscribed and sworn to before me this 1st day of November, 2024

(Signed) 
(Printed) Zachary Sassman

My commission expires:
October 20, 2029

Resident of Porter County



BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, RIETH-RILEY CONSTRUCTION CO., INC., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Munster

Ten Percent, as Obligee, hereinafter called the Obligee, in the sum of Dollars

(\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2024 Curb and Gutter Removal and Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the *event* of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of November, 2024

[Signature]
Witness Zachary Sassman, Assistant Secretary

RIETH-RILEY CONSTRUCTION CO., INC.
[Signature] (Principal) (Seal)
(Name & Title) Christopher W. Fouts, Sales Manager

[Signature]
Witness Karolynne Ramirez

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
[Signature]
Colette R. Chisholm Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Colette R. Chisholm** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary; and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **November, 2024**



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ADDENDUM NO. 1

October 22, 2024

Town of Munster 2024 Curb and Gutter Removal and Replacement

SEH No. 172455

Acknowledgement of Addenda Form

The undersigned acknowledges receipt of the following addenda to the bidding documents:

THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM SHOULD BE RETURNED WITH THE BID RESPONSE PACKAGE.

Note: Failure to acknowledge receipt of addendum No. 1 may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of the addendum must be clearly established and included with the bid.

Rieth-Riley Construction Co., Inc.

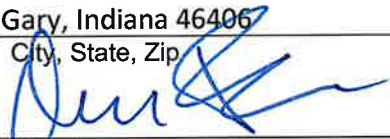
Name of Bidder

7500 W. 5th Avenue

Street Address

Gary, Indiana 46406

City, State, Zip



Signature Christopher W. Fouts, Sales Manager

November 1, 2024

Date

ADDENDUM NO. 1

October 22, 2024

Town of Munster 2024 Curb and Gutter Removal and Replacement

SEH No. 172455

From: Short Elliott Hendrickson Inc.
931 Ridge Road Suite E
Munster, IN 46321

To: Document Holders

DOCUMENT HOLDERS on the above-named project are hereby notified that this document shall be appended to, take precedence over, and become part of the original bidding documents dated October 18, 2024 for this work. Bids submitted for the construction of this work shall conform to this document.

This addendum consists of six (6) pages.

Changes to Bidding Requirements:

1. Revise Section 3.1 Specifications. Original section to be replaced in its entirety.
 - a. Add Line Item 4 – PCCP FOR APPROACHES, 6IN. REMOVE & REPLACE – 20 SYS
2. Revise Division 98 Special Provisions. Original Section to be replaced in its entirety
 - a. Add Section 98 610 APPROACHES

Note: Receipt of this Addendum No. 1, dated October 22, 2024 shall be acknowledged on the Acknowledgement of Addenda Form. Failure to do so may subject Bidder to disqualification.

END OF ADDENDUM

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 **Christopher W. Fouts, Sales Manager**, 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 **\$1,000,000.00** 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 Amended and Restated Code of By-Laws of Rieth-Riley Construction Co., Inc., as amended, effective April 26, 2019 (the "Restated By-Laws"), 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 **5th day of April, 2024**.



RIETH-RILEY CONSTRUCTION CO., INC.


A. Keith Rose, President

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

On this **5th day of April, 2024**, 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: May 16, 2027

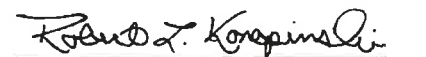



Traci L. Adams, Notary Public
Residing in Elkhart County, Indiana

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 1st day of November, 2024.




Robert L. Konopinski, Secretary

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

September 25, 2023

TO

RIETH-RILEY CONSTRUCTION CO., INC.

GOSHEN, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid September 22, 2023 Thru July 31, 2024

Aggregate Bidding Capacity:	917,495,000.00
0085 CLEAN AND SEAL CRACKS /JOINTS IN PCCP/HMA PVMT.....	\$10,000,000.00
0155 TEMPORARY EROSION AND SEDIMENT CONTROL.....	\$10,000,000.00
0250 DRIVEN PILING.....	\$10,000,000.00
0333 SOUND BARRIER WALL INSTALLATION.....	\$10,000,000.00
0400 WATER AND WASTEWATER TREATMENT SYSTEMS.....	\$10,000,000.00
A(A) CONCRETE PAVEMENT: GENERAL.....	\$99,999,999.00
B(A) ASPHALT PAVEMENT: WINDOT CERTIFIED HMA PLANT.....	\$99,999,999.00
C(A) HEAVY GRADING.....	\$99,999,999.00
D(A) HIGHWAY OR RAILROAD BRIDGE OVER WATER.....	\$99,999,999.00
D(B) HIGHWAY OR RAILROAD BRIDGE OVER HIGHWAY.....	\$99,999,999.00
D(C) HWY/RR BRIDGE REQ RR TRACK PROTECTION.....	\$99,999,999.00
E(C) BRIDGE DECK OVERLAY AND MINOR BRIDGE REPAIR.....	\$10,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS.....	\$10,000,000.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE.....	\$99,999,999.00
E(H) DEEP SEWER AND/OR EXCAVATION.....	\$99,999,999.00
E(R) ASPHALT PAVEMENT MILLING.....	\$99,999,999.00
E(T) DEMOLITION.....	\$99,999,999.00

Crystal M Weaver

PREQUALIFICATION ENGINEER

Kim Smith

COMMISSIONER

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) 875-5183.
- 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.

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	36	Constr. Executive
Brian A. Inniger	Corporate Executive Vice President	26	Accounting/Finance
R. Scott Stine	Regional V.P. - Central Indiana	28	Constr. Executive
Todd S. Colberg	Regional V.P. – Michigan	31	Constr. Executive
Chad W. Loney	Vice Pres. – Operations	26	Constr. Executive
Eric Engleking	Vice Pres. – Northern Indiana	26	Constr. Executive
Robert L. Konopinski	Secretary	14	General Counsel
Michael J. Weber	Treasurer	21	Accounting/Finance



BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
11/17/2023 03:46 PM

Business Details

Business Name: **RIETH-RILEY CONSTRUCTION CO., INC.** Business ID: **192874A067**
Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**
Creation Date: **08/08/1952** Inactive Date:
Principal Office Address: **3626 Elkhart Road, P.O. Box 477, Goshen, IN, 46527 - 0477, USA** Expiration Date: **Perpetual**
Jurisdiction of Formation: **Indiana** Business Entity Report Due Date: **08/31/2024**
Years Due:

Governing Person Information

Title	Name	Address
Vice President	Brian A. Inniger	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
Director	Ronald G. Pope	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
Secretary	Robert L. Konopinski	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
Director	A. Keith Rose	3626 ELKHART ROAD, P. O. BOX 477, GOSHEN, IN, 46527 - 0477, USA
CFO	Michael J. Weber	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527 - 0477, USA
Vice President	Chad Loney	3626 Elkhart Road, P. O. Box 477, Goshen, IN, 46527, USA
Vice President	Eric Engleking	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
Vice President	Todd Colberg	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
Vice President	Scott R. Stine	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
CEO	A. Keith Rose	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA
Director	Brian A. Inniger	3626 ELKHART ROAD, P. O. BOX 477, Goshen, IN, 46527, USA

Registered Agent Information

Type: **Individual**
Name: **ROBERT L. KONOPINSKI**
Address: **3626 ELKHART RD., Goshen, IN, 46527, USA**

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

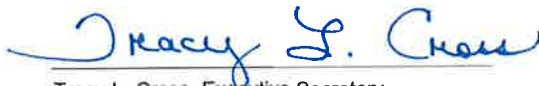
for the twenty-seven month period stated herein, unless revoked by this Board for cause,
and in the classifications of services stated below. This certificate supercedes any previous certificate.

- 1611.01 Concrete Construction of Roads & Curbing**
- 1611.02 Asphalt Construction of Roads and Parking Lots**
- 1622.01 Gen Contr-brdgs,vdcts,elvd hwys,rlwy,tnls**
- 1623.03 Sewers and/or Water Lines**
- 1771.01 Concrete Construction**
- 1794.01 Earthmoving and Land Clearing**
- 1794.02 Excavation**
- 1795.02 Demolition of Pavements and Roads**

CERTIFICATION DATE **6/20/2022**

EXPIRATION DATE **9/20/2024**

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 3983R Rev. 07/06



RIETH-RILEY CONSTRUCTION Co., Inc.

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

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.

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.

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.

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 are a serious concern of the Company. To this end, Rieth-Riley is committed to provide and maintain a drug free, alcohol free, safe,

RIETH-RILEY CONSTRUCTION Co., Inc.

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

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

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.

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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 retest, cancelled retest or follow-up alcohol or drug test.

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 an 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.

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 eight (8) circumstances for drug and alcohol testing:

- Pre-employment testing;
- Random testing;
- Post-accident testing;
- Reasonable suspicion testing;
- Return-to-duty testing;
- Follow-up testing;
- Dilute retesting; and
- Cancelled 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 DOT-regulated 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 in a random testing program for the last twelve (12) month period.

5.5.2 Union Employees If paragraph 5.5 and/or 5.5.1 are not applicable and there is no applicable CBA pre-employment drug and alcohol testing provision, then this policy as it relates to

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Rieth- Riley ESOP employees shall govern to the extent it is not inconsistent with applicable law and/or regulations.

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 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 collection site as soon as possible after notification, 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, the rate established by the DOT for the given year. Rieth-Riley will alcohol test, at a minimum, 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 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. The third-party service agent will notify the HRD of the results. Employees who are CMV Drivers must submit to a (DOT) regulated 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

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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.

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 negative 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. If a test is positive but dilute, the test will be treated as a positive. A second dilute (negative or positive) will be considered a positive and the job candidate will not be hired.

5.11.2 If an employee submits to a drug test, regulated (DOT) or non-regulated (DOT), and it is reported by the MRO as a negative dilute test, then it is required that the employee submit to another drug test as soon as it can be arranged. If a test is positive but dilute, the test will be treated as a positive. 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.

5.12 Cancelled Retesting

5.12.1 If the result of a drug test is reported by the MRO as cancelled or invalid, and if the MRO furthermore recommends retesting, Rieth-Riley reserves the right to abide by the MRO's recommendation. This may include sending said employee for retesting under direct observation.

5.12.2 If the results of a retest, as described in section 5.12.1 above, are reported by the MRO as cancelled or invalid, then it will be considered a positive.

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 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

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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

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 terminated and may 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 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 violated this policy. In order to determine applicants' eligibility for rehire, all applicants' names must first be checked against this list by contacting the HRD.