

BID PACKAGE

2026 HOMER TOWNSHIP AGGREGATE BID

NOTICE OF BID

Bids are requested for stone and aggregate materials to be furnished to Homer Township between March 1, 2026, and October 31, 2026. Bid prices for the stone and aggregate materials shall conform to the 2023 State of Ohio Department of Transportation Construction Material Specifications. Homer Township requests pricing per ton for the following listed materials to be delivered to the Homer Township Garage, 12004 Greenwich Road, Homerville, Ohio 44235.

| Material | Estimated Volume |
|-----------------|-------------------------|
| #57A Limestone | 3,000 to 5,000 tons |
| #57 Bluestone | 2,000 tons |
| #67 Limestone | up to 900 tons |
| #8 Limestone | up to 1,700 tons |
| #411 Limestone | 100 to 500 tons |
| #304 Limestone | 100 to 500 tons |

Each bid shall be accompanied by a certified check on a solvent bank for \$100.00, conditioned that, if their bid is accepted, the bidder shall execute a contract in conformity with this notice and their bid. All bids not accepted will have their certified check returned.

All bids must be received in a sealed envelope clearly marked, “2026 Homer Township Aggregate Bid”.

Sealed bids must be received by a Trustee and/or their designate by midnight on Sunday, February 22, 2026. No bids will be accepted after that time.

Bids will be opened during the Trustee’s Meeting scheduled for Monday, February 23, 2026, at 7:00 p.m. Bids may be awarded to multiple suppliers to ensure availability and location.

The Board of Trustees of Homer Township reserves the right to reject any and all bids.

All questions may be directed to Trustee Robert Bloom, robert.bloom@homertwpohio.gov.

INSTRUCTIONS

SECTION I

These instructions must be adhered to; failure to strictly observe all instructions shall constitute a sufficient cause for rejection of a bid.

Bidders shall sign and complete their proposals with permanent marking instruments (i.e. pen or typewriter) to be considered. *Bid documents completed with pencil will not be accepted.*

SECTION II

Homer Township is exempt from sales, excise, and transportation taxes, apart from the State of Ohio motor fuel tax. Bid prices shall exclude all such taxes.

SECTION III

Bidders shall promptly notify the Homer Township Board of Trustees of any ambiguity, inconsistency, or error that they may discover upon examination of the bidding documents and materials. Bidders' requests for clarification or interpretation of the bidding documents shall be made in writing to Trustee Robert Bloom, with the request to be received at least seven (7) days before the bid deadline, midnight on Sunday, February 22, 2026.

Any written interpretation, correction, or change of the bidding documents will be made by addendum. Interpretations, corrections, or alterations of the bidding documents produced in any manner other than this will not be binding, and the bidder shall not rely on such interpretations, corrections, or changes.

SECTION IV

Proposals shall contain the documents listed below in the following order:

1. Cover Page (Page 4)
2. Bid Specifications (Page 5)
3. Independent Contractor Agreement (Pages 6 through 12)
 - _____ Copy of Contract/List of Services to Be Performed
 - _____ Worker's Compensation Insurance
 - _____ Certificate of Insurance
4. Personal Property Tax Verification Affidavit (Page 13)
5. Non-Collusion Affidavit (Page 14)

COVER PAGE
2026 HOMER TOWNSHIP AGGREGATE BID

| | |
|-------------------------------|--|
| Company Name: | |
| Signature of Representative: | |
| Print Name of Representative: | |
| Representative Title | |
| Address: | |
| Contact Telephone Number: | |
| Email of Representative | |
| Date of Submission: | |

BID SPECIFICATIONS

2026 HOMER TOWNSHIP AGGREGATE BID

Company Name:

| Material | Estimated Volume | Price Per Ton Delivered |
|-----------------|-------------------------|--------------------------------|
| #57A Limestone | 3,000 to 5,000 tons | <hr/> |
| #57 Bluestone | 2,000 tons | <hr/> |
| #67 Limestone | up to 900 tons | <hr/> |
| #8 Limestone | up to 1,700 tons | <hr/> |
| #411 Limestone | 100 to 500 tons | <hr/> |
| #304 Limestone | 100 to 500 tons | <hr/> |

INDEPENDENT CONTRACTOR AGREEMENT

2026 HOMER TOWNSHIP AGGREGATE BID

Company Name: _____

This Agreement is made between Homer Township with a principal place of business at 8964 Spencer Road, Homerville, Ohio 44235 and _____ (Contractor), with a principal place of business at _____.

SERVICES TO BE PERFORMED

Contractor agrees to perform the following services: _____

OR

The Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

PAYMENT

In consideration for the services to be performed by Contractor, Homer Township agrees to pay the Contractor the sum of: _____.

The Contractor shall be paid within a reasonable time after the Contractor submits a final invoice to the Homer Township Fiscal Officer. The invoice should include the following: invoice number, the dates covered by the invoice, and a summary of the work performed.

EXPENSES

The Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

OR

Homer Township shall reimburse the Contractor for the following expenses that are attributable directly to work performed under this Agreement: _____

The Contractor shall submit an itemized statement of their expenses. Homer Township shall pay the Contractor within thirty (30) days after receipt of each statement.

VEHICLES AND EQUIPMENT

The Contractor will furnish all vehicles, equipment, tools, and materials required to provide the services under this Agreement. Homer Township will not require the Contractor to rent or purchase any equipment, product, or services as a condition of entering into this Agreement.

INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent Contractor, and neither the Contractor nor the Contractor's employees or contract personnel are, or shall be deemed, Homer Township's employees. In its capacity as an independent contractor, the Contractor agrees and represents, and Homer Township agrees, as follows:

[Check All That Apply]

The Contractor has the right to perform services for others during the term of this Agreement.

The Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. The Contractor shall select the routes taken, starting and quitting times, days of work, and order in which the work is performed.

The Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Neither the Contractor nor the Contractor's employees or contract personnel shall be required to wear any uniforms provided by Homer Township.

The services required by this Agreement shall be performed by the Contractor, Contractor's employees, or contract personnel, and Homer Township shall not hire, supervise, or pay any assistants to help the Contractor.

Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from Homer Township in the professional skills necessary to perform the services required by this Agreement.

Neither the Contractor nor Contractor's employees or contract personnel shall be required by Homer Township to devote full time to the performance of services required by this Agreement.

BUSINESS LICENSES, PERMITS, AND CERTIFICATES

The Contractor represents and warrants that the Contractor and the Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates to carry out the services to be performed under this Agreement.

STATE AND FEDERAL TAXES

Homer Township will not:

- Withhold FICA (social security and/or Medicare taxes) from the Contractor's payments or make FICA payments on the Contractor's behalf.
- Make state or federal unemployment compensation contributions on the Contractor's behalf.
- Withhold state or federal income tax from the Contractor's payments.

The Contractor shall pay all taxes incurred while performing services under this Agreement, including all application income taxes and, if the Contractor is not a corporation, self-employment (social security) taxes. Upon demand, the Contractor shall provide Homer Township with proof that such payments have been made.

FRINGE BENEFITS

The Contractor understands that neither the Contractor nor the Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Homer Township.

UNEMPLOYMENT COMPENSATION

Homer Township shall make no state or federal unemployment compensation payments on behalf of the Contractor or the Contractor's employees or contract personnel. The Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

WORKERS' COMPENSATION

Homer Township shall not obtain workers' compensation insurance on behalf of the Contractor or the Contractor's employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor will cover them with workers' compensation insurance to the extent required by law and provide Homer Township with a certificate of workers' compensation insurance before the employees begin work.

CERTIFICATE OF INSURANCE

Homer Township shall not provide insurance coverage of any kind for the Contractor or the Contractor's employees or contract personnel. The Contractor shall obtain comprehensive or commercial general liability insurance coverage for one million dollars combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability, and maintain the coverage during the entire term of this Agreement.

Before commencing any work, the Contractor shall provide Homer Township with proof of this insurance and with evidence that Homer Township has been named as an additional insured under the policies.

INDEMNIFICATION

The Contractor shall indemnify and hold Homer Township harmless from any loss or liability arising from performing services under this Agreement.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify, and hold harmless Homer Township, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorney fees), which may in anywise accrue against Homer Township, its officials, agents and employees, arising in whole or in part or consequence of the performance of this work by the undersigned, its employees, agents or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of Homer Township, its agents or employees. The Contractor shall, at its own expense, appear, defend and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgement shall be rendered against Homer Township, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

TERM OF AGREEMENT

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date the Contractor completes the services required by this Agreement.
- The specific date of _____.
- The date the party terminates the Agreement as provided below.

TERMINATING THE AGREEMENT

With reasonable cause, either Homer Township or the Contractor may terminate this Agreement, effective immediately upon giving written notice to a Homer Township Trustee.

Reasonable cause includes:

- Material violation of this Agreement.
- Any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving thirty days written notice to the other party of the intent to terminate.

EXCLUSIVE AGREEMENT

This is the entire Agreement between the Contractor and Homer Township.

MODIFYING THE AGREEMENT

This Agreement may be modified only by a writing signed by both parties.

RESOLVING DISPUTES

If a dispute arises under this Agreement, any party may take the matter to an Ohio state court with jurisdiction in Medina County.

OR

If a dispute arises under this Agreement, the parties agree first to try to resolve the conflict with the help of a mutually agreed-upon mediator. Any costs and fees, other than attorney fees associated with the mediation, shall be shared equally by the parties. Judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction to do so.

CONFIDENTIALITY

The Contractor acknowledges that it will be necessary for Homer Township to disclose certain confidential and proprietary information to the Contractor for the Contractor to perform any duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Homer Township. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Homer Township without Homer Township's prior written permission, except to the extent necessary to perform services on Homer Township's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Homer Township for the Contractor's use.
- Any written or tangible information stamped "confidential", "proprietary", or with a similar legend, or any information that Homer Client makes reasonable efforts to maintain the secrecy of.
- Information belonging to customers and suppliers of Homer Township, about whom the Contractor gained knowledge because the Contractor served Homer Township.

Upon termination of the Contractor's services to Homer Township, or at Homer Township's request, the Contractor shall deliver to Homer Township all materials in the Contractor's possession relating to Homer Township's business. The Contractor acknowledges that any breach or threatened breach of the Confidentiality Clause of this Agreement will result in irreparable harm to Homer Township for which damages would be an inadequate remedy. Therefore, Homer Township shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of the Confidentiality Clause of this Agreement. Such equitable relief shall be in addition to Homer Township's rights and remedies otherwise available at law.

PROPRIETY INFORMATION

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of Homer Township, and the Contractor hereby assigns to Homer Township all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. The Contractor retains no right to use the Work Product and agrees not to challenge the validity of Homer Township's ownership in the Work Product.

The Contractor hereby assigns to Homer Township all right, title, and interest in any photographic images and videos or audio recordings made by Homer Township during the Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Homer Township will be entitled to use the Contractor's name and/or likeness in advertising and other materials.

NO PARTNERSHIP

This Agreement does not create a partnership relationship. The Contractor does not have the authority to enter into contracts on Homer Township's behalf.

ASSIGNMENT AND DELEGATION

Either the Contractor or Homer Township may assign rights and may delegate duties under this Agreement.

OR

The Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Homer Township's prior written approval.

APPLICABLE LAW

This Agreement will be governed by Ohio law, without giving effect to conflict of laws principles.

Contractor Signature:

Date:

Taxpayer Id:

**Homer Township Representative
Signature:**

Date

ITEMS ATTACHED

Copy of Contract/List of Services to Be Performed

Worker's Compensation Insurance

Certificate of Insurance

PERSONAL PROPERTY TAX VERIFICATION AFFIDAVIT

2026 HOMER TOWNSHIP AGGREGATE BID

Company Name: _____

(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____, of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 20____,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth
below:

Medina County Amount (includes total amount due, plus penalties and interest thereon)

\$_____

() is not charged with delinquent personal property taxes on the general list of personal property in
Medina County.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of _____, 20____.

(Notary Public)

My commission expires _____, 20____

NON-COLLUSION AFFIDAVIT
2026 HOMER TOWNSHIP AGGREGATE BID

Company Name: _____

STATE OF _____)

SS: COUNTY OF _____)

_____, being first duly sworn,
(NAME)

and says that he/she is _____
(POSITION)

_____, the party making the
COMPANY NAME)

going proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Medina County Board of Elections or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

AFFIANT _____

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, 2026.

_____, NOTARY PUBLIC

My commission expires _____.