



# KENDALL COUNTY BROADBAND FEASIBILITY STUDY INVITATION TO BID

**INTRODUCTION:** KENDALL COUNTY IS SEEKING PROPOSALS FOR A BROADBAND FEASIBILITY/ENGINEERING STUDY.

The purpose of this ITB is to solicit the preparation of a feasibility study, which will provide the County with the information needed to analyze, select and implement the best solutions to improve broadband connectivity across our entire county so that our networks are an asset for community and economic development. The County recognizes reaching our goal may require a mix of technologies and phased build-out plans. Flexibility, ingenuity and innovation along with a cohesiveness in design will be necessary to reach the ultimate goal of digitally connecting the County's entities through a world-class, next generation network.

Our vision:

***All Kendall County residents will be able to use convenient, affordable world-class broadband networks that enable us to survive and thrive in our communities and across the globe.***

To achieve this vision, we seek the best path to a ubiquitous broadband network that is ultimately scalable to one Gigabit to homes, businesses and anchor institutions recognizing that this may require a 10 Gigabit (or greater) backbone. We recognize that there are a variety of models that could be used to achieve our vision and we are open to all of them, including incenting private sector investment, engaging in a public-private partnership, forming a new cooperative or operating as a government utility.

We expect this to be highly interactive and iterative process, with excellent and ongoing communications between the selected vendor and the steering committee so that at the end of

the study process, the committee clearly understands the best alternatives for moving forward to achieve the vision.

## **DESCRIPTION OF KENDALL COUNTY**

Kendall County has been the fastest growing county in Illinois. Kendall County is a mixture of rural and urban communities. The south and west rural portion of the county are underserved for high-speed internet.

Kendall County website - <https://www.co.kendall.il.us/home>

Highway Map - <https://www.co.kendall.il.us/Home/ShowDocument?id=8262>

## **COUNTY CONTRIBUTIONS TO THE FEASIBILITY STUDY PROJECT**

To support the selected vendor, the county will, at a minimum, provide the following:

- Recruitment of a project steering team
- Recruitment of focus group participants
- Access to County GIS data
- Access to historical County Permit Data
- Other public information as needed

## **SCOPE OF WORK/REPORTING REQUIREMENTS**

This section outlines the study and report requirements.

Section A – Current assessment and market demand

- Review of the competitive environment
  - Complete an inventory of existing fiber networks within the county, including ownership and availability for use by other network providers.
  - Provide an overview of current broadband providers' services, pricing strategies and coverage area. To the extent possible, determine and analyze the investment and deployment plans of incumbent providers.

- Provide an assessment of the services available to our existing and prospective businesses and how that impacts our economic development efforts.
- Provide a market study to establish a likely market penetration rate and clarify which benefits from a new countywide network might be most important to the residents and businesses. Include information from the following sources
  - Available market and census data
  - Local random sample countywide survey of residents and businesses
  - Focus groups of key constituencies
  - Include a sample survey your firm has used for similar project and the resulting report as an appendix of your proposal

#### Section B – Technology options

- Determine the best technology path for our county
  - What are the broadband capacities and considerations that are necessary now and in the future that will enable our county to be economically competitive? What technologies can provide broadband services at those speeds?
  - What are the technologies best suited to the various areas of the County based on geography and demographics?
  - What opportunities exist to provide a protected-ring fiber network that would connect businesses and anchor institutions such as schools, libraries, hospitals, public safety, cities, institutions of higher education and community support organizations?
- Options for services provision to include:
  - Mix of technologies and phased build out plans with multiple platforms scalable to 1 gigabit and include wireless, fiber, ARMER towers, cable, etc.
  - Options should include scenarios using what already exists within the County, with a minimum service level of 100/100 Mbps.

- Business models and pro forma to be analyzed to include but not be limited to:
  - a) Build on existing networks: Options to combine or collaborate with existing providers to provide middle and last mile coverage to the underserved and unserved, with special emphasis on leveraging CAF2 dollars.
  - b) Create new networks:
    - 1. Open Access: The County would finance and contract to build the network and invite other service providers to contract to deliver services over the network.
    - 2. Proprietary Network:
      - i. The County would incent a private sector partner, including existing cooperatives, the creation of a new cooperative, or other entity to invest, build and operate a network by using development powers as necessary.
    - 3. Other options that might involve multiple local entities or other scenarios as contractor sees appropriate.
- Conduct pre-engineering study(s) at sufficient depth to estimate costs and approximate implementation timeframes for full network implementation.
  - This evaluation should include an assessment of all available mainstream high-speed technologies either alone or in combination and include an assessment and consideration of both Fiber to the Premise (FTTP) and wireless technologies. All parts, materials, and service proposed must be currently available on the market and in continuing production (no discontinued manufacturers or parts).
  - Assessment of primary and redundant backhaul connection options between local network and the Internet.
  - Define the proposed service area and create a conceptual fiber route and high level design to provide the greatest coverage, showing businesses and publicly owned facilities passed within ½ mile on both sides of the fiber route.

- Use algorithmic tools to combine the map data with historical cost data to provide an estimated cost to offer scalable broadband service for all options identified. Costs will be calculated by service area and anticipated route miles to determine capital costs for fiber optic mainline, access equipment, cell tower backhaul, routers, and switches. Costs should be all inclusive of any design, initial configuration and installation costs.

### Section C – Partnership options

- Provide examples of who might be a prospective partner with a brief summary of how each relationship would function.
- What sectors, groups and individuals may help our county achieve the broadband goals? Please identify synergies and sharing opportunities that exist with providers and customers to include but not limited to:
  - ISP Providers, Telecoms, Cooperatives, Statewide telecom networks, Government entities, NGO's, K-12 and higher education, including library systems, Healthcare providers and the industry and business community

### Section D – Financing and Legal Considerations

- Provide financing options to include, but not limited to general obligation bonds, revenue bond, public/private partnerships, USDA RUS, other state and federal funding and others where appropriate.
- Provide an assessment of legal requirements, risks and regulations relevant to the building or operation of a network and partnership arrangements.
- Prepare financial projections for at least two project scenarios as selected by the project steering team:
  - Options Identified
  - Operational Cash flow for expenditures
  - One Time and Recurring Capital Expenses

- Business and technical expertise needed
- Organizational support
- Community Support

#### Section E – Optional Fiber Map

- Map existing the location of existing fiber and broadband-related electronics and available broadband speeds available by provider. This information should be provided in a format usable by the County GIS systems.
- Include this as an add-on to the entire project and list it as a sperate and optional cost as part of the proposal

#### **PROPOSED SCHEDULE**

- All proposals due at 9:00 am **CST** on June 14, 2021.
- Project implementation schedule and phasing - Please provide an estimated project timeline. Timeline should include:
  - Estimated project start and end dates.
  - Proposed date(s) for pre-project meeting with County’s feasibility study project committee.
  - Proposed dates for conducting a community presentation to collect public input and review preliminary findings.
  - Proposed date for presentation to County Board. Board meetings are typically the **dates/time**.
- Consultant will provide biweekly updates on progress during the work period, via either email, or phone calls, to the designated County Representative and/or steering committee.
- Consultant will provide fifteen copies of final feasibility study along with a digital copy

#### **PROPOSALS**

The following will be considered minimal contents of the proposal. Limit proposal to 10 pages.

1. Provide a restatement of the goals, objectives and project tasks to demonstrate the responder's view of the project and your approach to this project. Please reference the **Study/Report Requirements: Sections A – D** in your responses.
  
2. Provide on your background and experience in the following areas:
  - a. Network: Outline the direct knowledge and experience your company has regarding broadband solutions.
  - b. Financial: Describe direct experience and knowledge your company has creating and analyzing financial plans and models including capital requirements, operational pro formas, and financing options.
  - c. Regulatory/Legal: Describe any direct experience and knowledge your company has in analyzing and interpreting the regulatory and legal landscape and providing analysis and guidance on these issues as they pertain to the various options contained in the proposal.
  - d. Services: Describe any direct experience and knowledge your company has in providing community and business community analysis and guidance surrounding broadband services.
  - e. Project Management: Outline your company's direct knowledge and experience with structured project management.
  - f. Partnerships: Share your company's experience in working with state and local governments and public-private sector collaborations.
  
3. Conflicts of Interest: Provide any information on prospective conflicts of interests, including existing or financial relations with equipment vendors, ISPs or other firms.
  
4. References: Include at least three references from previous similar projects.  
Identify key personnel who will conduct the project and provide detail of their training and work experience. No change in key personnel assigned to the project

will be allowed without the approval of the local project team. Address experience in working with rural communities, schools and townships in regard to this type of study.

Note: Subcontractors working for the contractor must meet all the requirements of the Invitation to Bid (ITB) and any contract between the contractor and the subcontractor must include all contract terms agreed to between the County and the successful contractor.

5. Detailed work plan to include:
  - a. Tasks to be accomplished and the budget hours to be expended for each task and subtask. (This will be used as a work plan and managing tool for basis of invoicing.)
  - b. Identify project timeline with deliverables and key milestones.
  - c. Provide detail regarding local involvement and services expected to complete the project. A minimum of 3 status meetings are to be contained in the work plan in addition to any data collection or input/review meetings.
  - d. Outline the project management approach that your company will employ to execute this project and identify individual(s) responsible for the various areas in the outline.
  - e. Identify areas of risk for the project based on the contractors detailed work plan and schedule for all aspects of the project including but not limited to financial, construction, legal, product availability, environmental and archaeological.
  - f. Provide detailed cost estimate of the study, including known project expenses, professional hourly rates and multipliers and estimated service/task hours with a “Not to Exceed” cap. Other ancillary expenses related to the completion of the study will be discussed on a case-by-case basis.
  - g. Commit to working closely with Steering Committee and County Board

## **EVALUATION CRITERIA**



The County will evaluate all proposals using the following criteria to determine the lowest responsible bidder:

- Experience and qualifications of the vendor and personnel assigned to this project
- Clear understanding of this project
- Ability to complete the study and report requirements listed in this ITB
- Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed
- Project work plan and timeline
- Work experience in small and rural communities including counties, cities and townships
- References
- Pricing

After evaluating all proposals, the County may choose to interview the top candidates. After evaluation and possible interviews, the County Board will pursue a professional services agreement with the lowest responsible bidder.

## **SELECTION**

Selection of the consultant for this project will be based on the criteria noted above. Upon approval from the board, the county will enter into negotiations with the selected consultant to develop a Professional Services Agreement and finalize the work plan including budget hours. Should the county and the selected consultant fail to satisfactorily reach agreement to the work plan, including budget, the county may enter into negotiations with the respondent judged second in the evaluation process, or the county may re-advertise for proposals.

## **INSTRUCTION TO PROPOSERS**

**Requirements:** The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. The accepted proposal shall be contracted by Kendall County for the total of the submitted proposal. Kendall County will not be responsible for any additional charges above the accepted

proposal unless additional services are negotiated and accepted by Kendall County by addendum to the original contract. The terms that will be included in the contract for the services are attached to this ITB as the "Agreement." By submitting a proposal, proposers are agreeing to those terms found in the Agreement.

2. Kendall County will not be responsible for any expenses incurred by the proposer in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

3. The proposer must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature.

4. The individual signing the document for the proposing organization shall initial all erasures or corrections.

5. All variations to the stated specifications must be described in detail (free from ambiguity).

6. All proposer must be appropriately licensed and authorized to conduct business within the State of Illinois.

7. The failure of a proposer to promptly supply information requested in this ITB or other information subsequently requested may result in the proposer being eliminated from consideration.

8. The contents of the proposal submitted by the successful proposer and this ITB (including the Scope of Service, Instructions to Proposer, and any and all attached, referenced, or incorporated documents) will become a part of the contract awarded as a result of these specifications.

9. Kendall County reserves the right to request clarifications or corrections to proposals.

10. All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon Kendall County's request, the proposer agrees to an extension.

11. The proposer acknowledges that all proposal materials become the property of Kendall County and, as such, may be available to the public. By submitting a proposal, proposer acknowledges that Kendall County's decision is final, binding, and conclusive upon the proposer for all purposes.

12. The proposer is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or Kendall County. Should the proposer suspect any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify Kendall County in writing, and Kendall County will issue written corrections or clarifications. The proposer is responsible for the contents of its proposal and for satisfying the requirements set forth in the ITB. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the proposer in the process of putting the proposal together.

**County's Rights:** Kendall County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in the ITB; (2) to supplement, amend, or otherwise modify the ITB, without notice; (3) to request additional information from proposer; (4) to reject any or all proposals; and (5) to waive minor defects and technicalities.

**Questions and Interpretations:** Submit questions about the documents to the County Administrator via email [skoepfel@co.kendall.il.us](mailto:skoepfel@co.kendall.il.us). Replies will be issued to all proposers of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Proposal will be considered as implicitly denoting thorough comprehension of intent of the documents.

**Submittal:** Submit completed proposal and other required documents via email to [skoepfel@co.kendall.il.us](mailto:skoepfel@co.kendall.il.us) . Submissions will only be accepted by e-mail. The subject line of the e-mail should state “2021 Rural Broadband Study.” Proposals must be submitted no later than June 14, 2021 at 9am.

Submission of a proposal confers no rights on the proposer to selection or to a subsequent contract. This ITB process is for the Kendall County's benefit only and is intended to provide Kendall County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at Kendall County's discretion.

**Opening:** The proposals shall be opened and publicly read on June 15, 2021 at 3:00 pm in the Kendall County Office Building at 111 W Fox St, Yorkville IL 60560 by the County Administrator. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Kendall County Board. Attendance is NOT required.

**Award:** It is the intent of Kendall County to award the proposal to the lowest responsible proposer who has met all specifications, terms, and conditions of this ITB.

**Rejection of Proposals:** The Kendall County Board, Kendall County Administrative/HR Committee, and Kendall County Administrator reserve the right to reject any or all proposals and to waive any or all irregularities. Kendall County may seek clarification from a proposer at any time and failure to respond promptly is cause for rejection.

**Disqualification:** Kendall County reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the proposer. The proposer's failure to agree to the terms and conditions of the attached Agreement or otherwise meet the mandatory requirements will result in the disqualification of the proposer's proposal from further consideration as an unresponsive proposal.

**Execution of Contract:** Notwithstanding any delay in the preparation and execution of the contract, each proposer shall be prepared, upon written notice of proposal acceptance, to commence work within 10 days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order. A sample contract with preferred terms from Kendall County is attached as EXHIBIT A.

**ITB TIMELINE**

Release ITB	April 26
Questions due to Kendall County	May 17
Kendall County responses provided	May 31
Proposals due	June 14
Interviews, if necessary	June
Approval of contract by county board	July 20

Proposal related questions will only be accepted by emailed to [skoepfel@co.kendall.il.us](mailto:skoepfel@co.kendall.il.us)

*The above dates are subject to change at the discretion of Kendall County.*

**PRIMARY CONTACT**

**Name** Scott Koeppel

**Title** County Administrator

**Address** 111 W Fox St. Yorkville, IL 60560

**Phone** (630) 553-4171

**Email** [skoepfel@co.kendall.il.us](mailto:skoepfel@co.kendall.il.us)

## EXHIBIT A

### AGREEMENT

This Agreement, made and entered into on the last day of signature below between KENDALL COUNTY, ILLINOIS (hereinafter “Kendall County”), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as “Contractor”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

Conflict. In the event of a conflict between any term in the contract documents and the terms of this Agreement, this Agreement shall control.

Services. Pursuant to, and as set forth in this Agreement, Contractor will provide Kendall County with the following equipment services: [Insert Description of Equipment and Services, Lease Term, and Cost Information].

Payment. As consideration for the services, the County agrees to pay Contractor as follows: [Insert payment schedule]. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1, et seq.)

Non-Discrimination. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Certification. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Contractor further certifies by signing the contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer’s or employee’s official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the Contractor been so convicted nor made such an admission.

Conflict of Interest. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Indemnification. Contractor shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as “Releasees”) from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts,

## EXHIBIT A

expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Contractor in its performance under this Agreement. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in their defense shall not remove Contractor's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

Confidentiality. It is understood and agreed to by the parties that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

Insurance. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any

## EXHIBIT A

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Kendall County.

**Additional Insured Status:** Kendall County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Waiver of Subrogation:** Contractor hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.

**Verification of Coverage:** Contractor shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.

**Compliance With State and Federal Laws.** Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

**Independent Contractor Relationship.** It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who



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perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

Non-Appropriation. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Contractor. In the event of a default due to non-appropriation of funds, either party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

Warranties. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of Kendall County.

Termination. This Agreement may be terminated by Kendall County upon written notice delivered to Contractor at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. Kendall County shall reimburse the Contractor for any services completed and any services partially completed prior to the termination date. Upon receipt of a termination notice, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Kendall County shall not be liable for those costs and expenses resulting from Contractor's failure to mitigate such losses. Further, Kendall County shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. Kendall County shall not be liable for any other additional payments, penalties and/or early termination charges.

Notice. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, County Administration, Attention: Scott Koeppel, 111 W. Fox Street, Yorkville, Illinois, 60560, fax (630) 553-\_\_\_\_ with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to:\_\_\_\_\_.

Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by

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Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

Force Majeure. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

Waiver. Kendall County and/or the Contractor’s waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

Entire Agreement. This Agreement, along with to Invitation to Bid and attached documents, represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Authority To Execute Agreement. The County of Kendall and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

The parties hereto caused this Agreement to be executed on the dates inserted below.

	<b>KENDALL COUNTY, ILLINOIS</b>
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

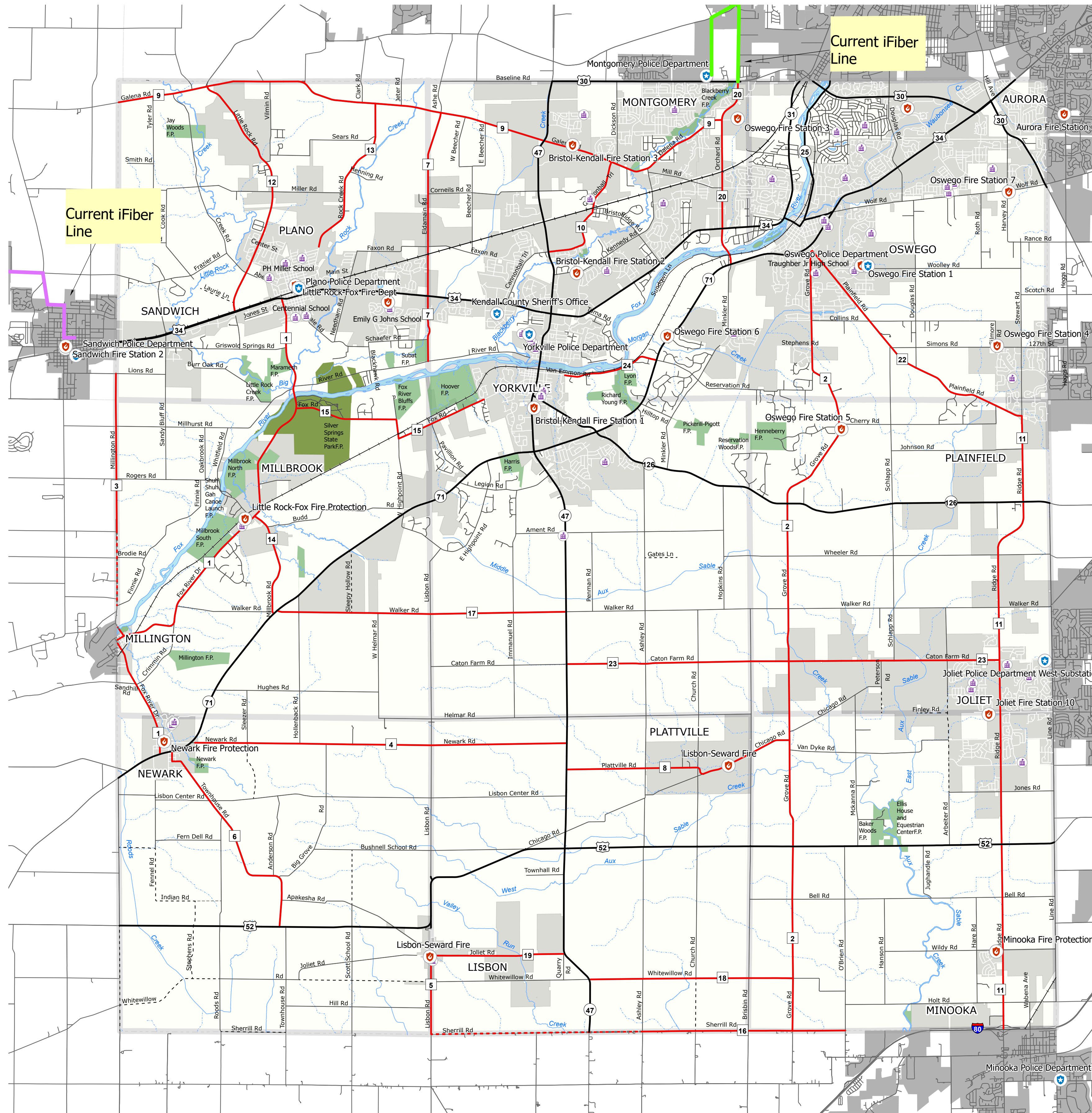
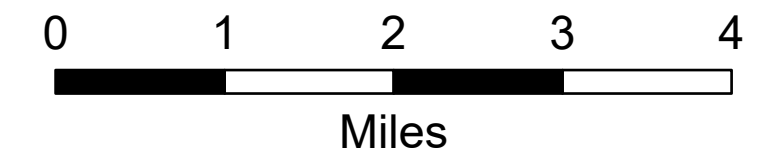


# Fiber Plan (Unofficial)

## KENDALL COUNTY

Townships

LITTLE ROCK	BRISTOL	OSWEGO
FOX	KENDALL	NA-AU-SAY
BIG GROVE	LISBON	SEWARD



- Law Enforcement Agencies
  - Fire Stations
  - Education Facilities
  - Rail Roads
  - Hydrography Lines
  - Intermittent Hydrology
  - Parcels
  - State Park
  - County Forest Preserve
  - Political Townships
  - Corporate
- Road Type**
- Adjacent County
  - County
  - Interstate
  - State & Federal
  - Bituminous
  - Gravel
  - Dirt
  - Local

More info about the LRMP can be found at: <https://www.co.kendall.il.us/departments/planning-building-zoning/lrmp>



**Kendall County GIS**  
 111 West Fox Street - Room 308  
 Yorkville, Illinois 60560  
 630.553.4212

Map last updated: 4/6/2021