

RFP# _____

Request for Proposals

**FOR FUNDING, CONSTRUCTION, OPERATION AND MAINTENANCE OF
A 9-HOLE GOLF COURSE AND ANCILLARY FACILITIES**

AT FORT SHERIDAN FOREST PRESERVE



Preservation, Restoration, Education and Recreation

**Issue Date:
November 1, 2011**

**LAKE COUNTY FOREST PRESERVE DISTRICT
1899 WEST WINCHESTER ROAD
Libertyville, IL 60048**

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I. PROJECT BACKGROUND

Overview of the Lake County Forest Preserve District

The Lake County Forest Preserve District (the "District") was created by referendum on November 4, 1958, and is governed by State legislation. The District's boundaries are coterminous with the boundaries of Lake County. The District is governed by the Board of Commissioners, whose members also serve as the Lake County Board Members. The District currently manages over 28,000 acres with nearly 600 full and part time staff supported by approximately 30,700 hours of volunteer time and the work of four support groups.

The District exists for the primary purpose of acquiring, developing and maintaining land in its natural state; to protect and preserve the flora, fauna and scenic beauty; for the education, pleasure and recreation of the public; and for flood control and water management.

Mission of the District

The District's mission is to preserve a dynamic and unique system of natural and cultural resources and to develop innovative education, recreation and cultural opportunities of regional value, while exercising environmental and fiscal responsibility.

Summary of Request for Proposals (RFP)

The District requests proposals to enter into a license agreement (the "License Agreement") pursuant to which an approved licensee (the "Licensee") will (i) fund, construct, operate and maintain, at the District's Fort Sheridan Forest Preserve ("the Site"), a 9-hole public golf course, including a clubhouse and all buildings, structures, and improvements necessary for the successful operation and maintenance of the golf course (collectively, the "Facility") and (ii) construct certain ancillary public facilities at the Site that will serve both the Facility and the public in general (the "Additional Public Facilities"). The District is seeking a Licensee who can demonstrate substantial experience in the funding, construction, operation and maintenance of golf courses and sufficient financial capability to construct, operate and maintain the Facility.

Each proposer must propose a Facility that includes a 9-hole golf course, a clubhouse, and all necessary buildings and structures and that substantially adheres to the Concept 2-B Preferred Plan recommended by the Fort Sheridan Advisory Committee (see additional information under Part II below and in the Appendix). Minor modifications to the Concept 2-B Preferred Plan will be considered if the proposed plan, with such minor modifications, meets with the overall goal and use philosophy for the Site described in the body of this RFP. The Licensee will be required to fund, construct, operate, and maintain the Facility at no cost to the District. However, the District will compensate Licensee for construction of the Additional Public Facilities, which, at this time, are anticipated to be a parking lot, a 2.2 mile trail system, clubhouse restrooms, and certain signage.

The Term

A License Agreement term of **thirty (30) years** is suggested, with a 30-year renewal option exercised by mutual approval. A longer initial term will not be considered. The Licensee will operate the Facility pursuant to a license issued by the District; no leasehold or other proprietary right is proposed.

Project Managers

The Project Managers for this RFP are Bonnie M. McLeod, Director of Finance, and Michael J. Fenelon, Director of Planning, Conservation and Development, for the District. All RFP questions and/or inquiries should be directed to Ms. McLeod or Mr. Fenelon. Contact information:

Bonnie M. McLeod
Director of Finance
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Michael J Fenelon
Director of Planning, Conservation and Development
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Request For Proposals Timetable

The following schedule has been established for this Request for Proposals.

RFP Release Date:	November 1, 2011
RSVP Deadline for Proposer Meeting:	November 10, 2011
Proposer Meeting & Site Tour:	November 16, 2011
Proposals Due:	January 6, 2012

Recommended Proposer Meeting & Site Tour

There will be a recommended on-Site proposer meeting and Site tour on Wednesday, November 16, 2011 at 10:00 am at the Site. If you are considering responding to this RFP, please make every effort to attend this meeting and Site tour.

Site History

In 1989, the Fort Sheridan Army Base was owned by the U.S. Army. That year, the Army announced the closure of the base. In the next few years, the District expressed interest in reusing the land for open space and outdoor recreation. At that time, the land included an 18-hole golf course. In August 1991, the District offered \$10,000,000 to the U.S. Department of Army to acquire the northern 253 acres. When the base officially closed in 1993, a Joint Planning Committee (JPC) was formed to plan Fort Sheridan's re-use. Members of the JPC included two elected officials from each of the governing bodies of Lake County and the cities of Lake Forest, Highland Park and Highwood. In 1994, the JPC Concept Plan was adopted, which included a concept for an 18-hole golf course.

In 1995, federal legislation was passed that provided for the conveyance of the Site to the District. Between 1996 and 2002, various land transfer agreements and deeds were made. The final deed for the land was received by the District in 2002. The deeds for the Site state that the majority of the Site "shall be a golf course and recreational open space in perpetuity and not devoted to another use, all in accordance with the Fort Sheridan Joint Planning Commission Concept Plan, dated September 30, 1994." The deeds also require the District to provide maintenance and care to the Fort Sheridan cemetery.

Upon acquisition, the District began the natural resource and environmental engineering work and hired a golf course architect, Cornish, Silva and Mungeam, Inc. The result was a Forest Preserve Master Plan that was approved by the District Board of Commissioners in 2003. The Master Plan included a reconstructed 18-hole golf course, public access roads, parking, three miles of trails, restored ravines and lakeshore, improved drainage, and a multipurpose visitor's center.

In 2004, bids for the Master Plan came in substantially over budget and were rejected. Staff was directed to revise the golf course renovation plans and investigate implementing public access improvements and ravine restoration. In 2004, golf course funding and cost reductions were explored. It was concluded that high green fees were required for self-support, but that the cost-cutting would adversely affect potential net revenues.

In the meantime, restoration on the site continued. Trails and the parking lot were opened, natural areas were improved, trail exhibits were installed, an education curriculum was completed and cemetery maintenance was undertaken. In 2008, earthmoving and demolition were completed and grading was designed to support a future golf course. Construction of an additional ravine and upland buffer restoration were started.

In light of existing market conditions, including the substantial decline in the golf market since 2002, the Board of Commissioners considered several options, including privatizing the construction and operations of a golf course, continuing with the 18-hole plan, rebuilding the course in similar quality to the original course, or leaving the land as open space. The Board commissioned additional golf market analyses and projections. After reviewing the information, the Board was split between the options and public comment also came in with conflicting views.

In 2009, the District President formed a special committee, the Fort Sheridan Forest Preserve Master Plan Advisory Committee. The Committee's purpose was to "...prepare, approve and forward a final report to the Forest Preserve Board of Commissioners, consisting of a recommended program and conceptual master plan of preferred future public uses for Fort Sheridan Forest Preserve, including a summary of options, analysis, opinions of probable construction costs, analysis of projected operating costs and revenues, and public input considered during the planning process."

The Advisory Committee met formally six times between December 2009 and November 2010. The sessions were designed to develop shared objectives, identify a potential scenario to meet those objectives, and explore its feasibility. Between meetings, public comments were gathered and tasks to help the committee (such as gathering information and performing analyses) were assigned and completed. A public open house was also held. The District retained a professional facilitator to run the meetings and prepare the final report,

and contracted with other consultants for related golf course design and cost estimating and for golf market research and economic feasibility analysis.

For additional information relating to due diligence done on the Site, please click on the following link:
http://www.lcfpd.org/fort_sheridan_golf/index.cfm?fuseaction=home.view.

The Advisory Committee agreed to attempt to find a compromise scenario that would satisfy the following criteria:

- Meets the deed restriction for golf
- Maintains open space and scenic lake views
- Provides public access to the bluffs and shoreline
- Protects and sustains the environment
- Provides a variety of recreation, consistent with other Lake County Forest Preserves (such as hiking, biking, bird watching)
- Provides long-term benefit for both the constituents of the original agreement as well as all Lake County residents
- Is fiscally responsible for the taxpayers

II. DISTRICT'S DEVELOPMENT OBJECTIVES

The Advisory Committee ultimately recommended a compromise scenario including a 9-hole golf course integrated with expanded public access trails. The District retained Lohmann Golf Designs, Inc., to develop several golf concept plans. The design goals were to: enable financial success of the golf course, provide a challenge to all golfers, take advantage of the physical features of the site, provide unique play ideas, and provide a youth component where possible. All three concepts included a small clubhouse and had two sets of tees on some holes. Two concepts have a beginner practice area that could also be used as a driving range.

AECOM, the District's golf market consultant, provided analysis on the 9-hole golf market and the financial aspects of the design concepts prepared by Lohmann. They showed comparisons with other courses in the area and concluded that Concept 2-B (**see Appendix for design and cost estimates**) had a better chance of generating positive net revenue. Concept 2-B integrates a 9-hole, par 36 golf course, natural areas, and trails with public open space. This design best met the Committee's set of objectives for the site and received the most positive public comments. Some of the fundamental revenue questions include the nature of the driving range/practice facility element, whether the course will play like a 9- or 18-hole course, and the layout of the alternative tee boxes.

Golf Course description: The Concept 2-B course would give golfers the complete Fort Sheridan experience of historic sites and unique topography. Course play starts at the Hutchinson Ravine and crosses over to the parade grounds. It travels north past the Janes Ravine and Fort Sheridan Cemetery, with the key feature being that the final holes overlook Lake Michigan. Features will include:

- Regulation length golf holes, with total yardage of between 3,300 and 3,400 yards.
- Multiple tees on five holes so that golfers can have an 18-hole course experience by repeating the 9-hole course.
- Junior golf learning center
- Environmentally sensitive course compatible with the surrounding natural area and wildlife habitats.

Passive Recreation Access description: A 2.2 mile trail system integrates with the golf course, giving hikers access to the pristine views and unique topography contained within the Site. The trail passes over the Janes Ravine and lakeside bluffs, offers expansive views of the lake, and:

- Travels past the historic Fort Sheridan military cemetery on the north.
- Travels past the parade grounds on the south.
- Trail design allows enough space between golf holes for hikers to be safe from golf balls.

III. PROJECT COMPONENTS

A. Funding and Construction of Facility and Additional Public Improvements

All costs associated with the funding, final design, construction, operation and maintenance of the Facility will be paid for by the Licensee (refer to Appendix for cost estimates). *All gross revenues associated with operations of the Facility will belong to the Licensee.*

Please note that District will weigh both the scope and quality of the proposed design and construction in its evaluation process (for more information, please see Sections IV and V below).

The District is seeking proposals that include, but may not be limited to, the following improvements:

Golf Course

The District is seeking proposals that create a new 9-hole high quality golf course that adheres substantially to the Concept 2-B Preferred Plan. Proposers should describe in detail hole-by-hole deviations, if any, from the Concept 2-B Preferred Plan in their proposal submissions. The District expects that the golf course will also include the following features:

- Cart paths with curbing around perimeter of all tees and greens.
- Native grasses, shrubs and trees throughout the course and the perimeter of the Facility.
- A comprehensive site drainage system that includes water quality and retention ponds.
- A high quality deep-well irrigation system to provide adequate coverage, in conjunction with retention ponds, for the golf course. Appropriate permitting for the deep wells should be sought through the Illinois Environmental Protection Agency. In case of severe drought, it is extremely important that irrigation ponds be available for course use.
- Sand bunkers.
- Seed and sod for the entire Facility.
- Imported or manufactured topsoil as required to meet approval of the Illinois Environmental Protection Agency and all other agencies having jurisdiction regarding specifications and regulations for cover material. In addition to meeting all applicable regulations, the topsoil must be suitable to construct a high quality course and provide for adequate drainage.
- Amenity stations at each hole complete with ball washer, water cooler, benches and a granite or wood marker indicating the hole layout and yardage.
- 100-, 150- and 200-yard markers at all holes (except par 3 holes) and on sprinkler heads.
- Red, white, and blue flags to designate forward, middle, and back placement of holes
- Fencing, berms or other appropriate landscaping to screen for maintenance/utility buildings and related areas.
- Any fill brought in that may be required to be added to greens, tees, fairways and roughs to enhance the course topography. All fill material brought on-Site must meet all applicable regulations and codes.

Clubhouse

The Licensee shall design and construct a new golf clubhouse, which must include restrooms available year-round for public use (including those people utilizing the trail network, shore line access, and other public use areas of the Site). The District will pay for a portion of the design and construction of the restrooms as an Additional Public Improvement, as provided in the heading “Additional Public Improvements” below. The clubhouse will also include a pro shop and at least limited food service such as a snack bar, grill room or café at standards consistent with the quality of the golf course. Proposers should include in their proposals a conceptual menu that demonstrates quality, variety, and affordability (the “Concept Menu”). Proposers will *not* have the option of developing a banquet facility. Alcoholic beverages may be served, provided that the Licensee obtains the appropriate State and local licenses. Proposers should include schematic drawings for the clubhouse and any other stand-alone facility (the “Clubhouse/Facility Schematics”). The Licensee will be responsible for supplying all equipment necessary for the successful operation of the pro shop and food service.

District expects that the Licensee will provide the following features:

- Installation and design of all mechanical, plumbing and electrical systems.
- New fixed kitchen equipment, counters and Ansul exhaust and fire suppression equipment, or an approved equal.
- Water efficient fixtures and accessories throughout.
- Interior spaces that utilize natural light and ventilation.

Horticultural

The Licensee shall establish and maintain planting areas and greeting gardens, including flowers, flowering shrubs, and flowering trees of native species at strategic locations throughout the golf course, such as the entrance(s) to the course, around the clubhouse, along the course perimeter, and at the tee boxes. Design should emphasize native species trees and plants.

District expects that the Licensee will provide the following features:

- Improvements to the condition of the perimeter and natural areas of the course by removing dead trees, debris and invasive non-native species.
- Water detention ponds designed to naturally filter runoff with native plantings in accordance with the guidelines established in the Lake County Stormwater Management Agency permit.

Parking Lots

The Licensee will be required to design, construct, pave, stripe, and sign a parking lot with adequate parking to support the proposed uses at the Facility.

The Licensee will be required to provide the following features:

- It is expected that the parking lot will be shared between golf course use of the Facility and public uses of the Site. Licensee will be expected to provide sufficient parking spaces for regular golf course use, plus spaces for general public use (estimated to be 80 spaces); the District will pay for a portion of the cost of designing, permitting, and constructing the parking lot as provided in the heading “Additional Public Improvements” below.
- Fencing, berms or other appropriate landscaping to screen parking lots from view.

Maintenance Building

The Licensee will be required to provide a maintenance facility.

Other Structures

The Licensee will be required to provide the following features:

- A cart storage facility.
- A course restroom. The restroom may also include a snack bar.
- A starter's kiosk/guard house.
- A lightning protection rain shelter.

Construction Contracts

The Licensee will be required to enter into one or more three-party construction contracts with the District and a general contractor for the construction of the Facility and the Additional Public Improvements (the "Construction Contracts"). The Construction Contracts will include the substantive provisions included in the District's long-form contract (copy available upon request), including without limitation all provisions applicable to public works projects, such as prevailing wages requirements and the requirements that performance security and labor and material payment bonds be provided. However, Licensee, rather than the District, will be obligated to pay for the construction of the Facility. The District will be a party to the Construction Contracts and will have and retain all the protections afforded to Owner under such form.

Additional Public Improvements

The following improvements will be deemed Additional Public Improvements, available for use by the general public as well as members of the public using the Facility: (i) approximately 80 parking spaces in the parking lot, (ii) certain signage, (iii) a certain portion of the Clubhouse restrooms, and (iv) an approximately 2.2 mile trail system that integrates with the golf course, giving hikers access to the pristine views and unique topography contained within the Site. It is anticipated that Licensee will construct the Additional Public Improvements. However, the District will purchase and pay for the design and construction of the Additional Public Improvements in accordance with applicable laws. The portions of the restrooms and signs that are deemed Additional Public Improvements will be determined after those improvements are designed and will be based on the estimated proportion of general public use of those improvements.

Performance Bond / Security Deposit

As provided in the Construction Contracts, the Licensee will also be required to provide performance security (in the form of a cash bond, irrevocable letter of credit, surety bond, or letter of commitment) to secure the construction of the Facility and the Additional Public Improvements and a labor and material payment bond to secure payments to subcontractors, materialmen, and others, each in an amount equal to at least the value of the work to be performed, all in accordance with the Illinois Public Construction Bond Act. Each bond shall be from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class III or better in Best's Insurance Guide. Each letter of credit or letter of commitment shall be from a financial institution acceptable to the District.

Capital Improvements During License Term

As part of the License Agreement, the Licensee will be required to create a capital improvement schedule and fund a reserve to make all necessary repairs and improvements during the life of the license agreement at the Licensee's sole cost and expense.

Utilities

The District makes no representations regarding the adequacy of utilities currently in place at the Site. The Licensee will be required to connect to any existing utility service and install all utility meters, including, but not limited to, water and electric meters, and, if such services are inadequate, to upgrade the service or create a new utility system. The Licensee will be required to pay for any and all utility costs connected with the

operation of the Facility during the term of the License Agreement. These utility costs include, without limitation, paying all water and sewer charges charged by the City of Highland Park or any other provider.

Ownership of Improvements at End of License Term

The Licensee shall fund construction of all improvements for the Facility, except for the Additional Public Improvements which will be paid for by the District. The Facility and all real property associated with the Facility will be and remain the property of the District during and after the term of the License Agreement. Personal non-fixed equipment will remain the property of the Licensee (as provided in the heading “Equipment’ Golf Carts” below). The District will not consider proposals for reimbursement of Licensee’s unamortized capital improvement cost as of the date of termination of the License Agreement.

Approvals and Permits

All necessary permits and approvals for the construction of the Facility and the Additional Public Improvements must be obtained by the Licensee from all Federal, State, and local agencies with jurisdiction. Without limiting the foregoing statement (i) such construction is subject to the County of Lake's building codes and other related codes and the Licensee must obtain the necessary permits from the County of Lake and (ii) Licensee must construct the Facility and the Additional Public Improvements in accordance with the Americans with Disabilities Act (ADA). The Licensee is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level required.

Design of Improvements

Licensee shall design all portions of the Facility (including without limitation horticultural improvements) and the Additional Public Improvements through licensed architects and engineers. Prior to submitting plans and specifications to the Approving Agencies, the Licensee will obtain approval from the District of such plans and specifications at 50%, 75% and 100% completion of the plans and specifications. Upon completion of the Facility and the Additional Public Improvements, Licensee shall provide to the District a set of digital as-built drawings in Microstation CAD format. The Licensee must provide the District with either ownership of the designs or a perpetual royalty free license for use of the designs at the Site.

B. Operations And Maintenance

Operating Schedule

District expects the Licensee to operate the golf course during the typical golf season for this region, weather permitting. The exact hours of operation will be identified in the License Agreement. Licensee may, but will not be required to, operate the food service year-round, weather permitting.

Greens Fees; Public Access

The District will be flexible with respect to the greens fees that may be charged. The District expects the greens fees to be generally consistent with fees charged at public golf courses of comparable quality in the area. Also, the Facility must remain publicly accessible, available to all members of the public and on an equal basis, with play available only on a daily fee or annual pass basis. Licensee may increase or decrease greens fees only upon advance notice to the District.

Signage / Use of District Logo or Name

All signage and displays, and the contents and graphics thereof, to be utilized by Licensee at or around the Facility shall be subject to the prior approval of the District. All such signage and displays shall be installed and maintained at Licensee’s sole cost (subject to partial reimbursement from the District for any sign that is an Additional Public Improvement). In addition, any merchandise bearing the name of or any reference to the District shall likewise be subject to the prior approval of the District.

Customer Service

The District expects the Licensee to create and maintain a high-quality golfing experience for the public and to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons,

including, but not limited to, ideas to promote appropriate speeds of play (the “Customer Service Plan”). The Customer Service Plan should be outlined in each proposal.

Community Relations

The District will view favorably proposals that demonstrate an awareness of the role of the golf course as an integral part of the Site. District will view favorably proposals that show a commitment to cooperate with and support District administrators, Site users and the citizens of Lake County.

The District will also encourage the Licensee to establish and maintain a good relationship and dialogue with the residents immediately surrounding the Site course to ensure consideration of their concerns with respect to golf course operation and maintenance. Integral to this relationship with the neighboring community will be the Licensee’s responsibility to maintain thoroughly the perimeter of the course, including the timely removal of all litter and debris, tree pruning, and sidewalk and fence maintenance and repair.

The District will view favorably proposals that demonstrate how the Licensee will work with District staff to address maintenance issues, and work with area residents to address concerns.

Equipment and Golf Carts

The Licensee will be required to provide and maintain all equipment (fixed and non-fixed) necessary for the successful operation of the Facility, including but not limited to personal kitchen equipment, tables and chairs, and office furniture. All fixed equipment becomes the property of District upon installation, at the District's option. Should the District choose not to exercise this option, it will be the responsibility of the Licensee to remove the fixed equipment. Non-fixed equipment will be Licensee's property. Proposers should include a tentative list of fixed equipment and non-fixed equipment in their proposals (the “Equipment List”).

Among the non-fixed equipment that the successful proposer is required to supply is a fleet of brand-new golf carts in numbers sufficient for the successful operation of the golf course.

Course Maintenance

The Licensee is required to maintain the Facility in a manner consistent with the standards of the District golf courses and the **Audubon Cooperative Sanctuary Program for Golf Courses** and in accordance with all applicable laws. On a year-round basis, the Licensee will be responsible for all pruning, landscaping, maintenance, and all general grounds maintenance of the Facility. The Licensee will be expected to provide adequate numbers of annual and seasonal staff in order to maintain the course in excellent condition. Proposers should describe the measures they intend to take to ensure the durability of the course throughout the License Agreement term and detailed plans for course maintenance, staffing, anticipated turf care programs such as aerification, fertilization, fungicide, seeding, and sodding as well as year-round course maintenance schedules (the “Maintenance Plan”). The Licensee should use as guidelines the standards set by the United States Golf Association (USGA) for turf management and golf course maintenance.

The Licensee must, at its sole cost and expense, maintain and operate the entire Facility in good and safe condition and in accordance with industry standards. This includes, but is not limited to the maintenance and repair of the entire course, all interior and exterior structures, building systems, utility systems and connections, sewer systems and connections, equipment, fencing, lighting, sidewalks, vaults, gutters, curbs, and fixtures. To ensure District satisfaction with said compliance, the Licensee will be required to provide District with full and free access to the licensed premises. The District will maintain the trail system and will pay Licensee a proportionate share for maintaining those portions of the parking lot, restrooms, and signs that are Additional Public Improvements.

The Licensee will also be responsible for, at its sole cost and expense, clean-up and removal of all waste, garbage, refuse, rubbish and litter at the Facility, or otherwise generated by the Facility. The Licensee must provide adequate waste and recycling receptacles, approved by District, and have these receptacles emptied on a daily basis and removed by a private carter. The Licensee must comply with all local, State, and Federal

regulations regarding recycling. The Licensee will be responsible for keeping the parking lots clean, neat, and free of litter and debris. The Licensee must keep all signs and structures in good condition and free of graffiti.

The Licensee will be responsible for, at its sole cost and expense, thoroughly maintaining the perimeter of the course, including providing for the timely removal of all litter and debris, tree pruning, and sidewalk and fence maintenance and repair and replacement. During times that the food and beverage operation is open, the Licensee will be responsible for snow removal to make approximately 40 parking spaces accessible.

Live trees may not be cut down or removed from the Site without prior written approval from District.

Public Safety

The Licensee will be required to provide a safe environment for the public at the golf course, which may include:

- Providing sufficient numbers of rescue ladders within appropriate proximity of any water bodies at the Facility
- Installing signage as necessary including warnings about ice conditions and prohibition of swimming at water bodies.

Proposers should outline in their proposals techniques to address public safety concerns at the golf course, such as daily inspections of the aforementioned equipment and perimeter fencing (“Safety Techniques”).

Inspections

District representatives may visit the golf course to inspect operations and ensure proper maintenance of the Facility.

C. Requirements During The Term Of License

1. The Licensee will be required to carry Commercial General Liability insurance in the amount of \$5,000,000, Personal Injury Liability insurance in the amount of \$1,000,000, Property Damage insurance in the amount of \$1,000,000, and statutory limits of Worker’s Compensation Insurance. The insurance policies (except for Workers Compensation) must name the District as an additional insured. Fire and extended coverage equal to the replacement value of the structures will also be required, with the District named as additional insured. In addition, the License Agreement will provide for periodic appropriate adjustments to the liability limits.
2. The Licensee will be required to protect, indemnify, hold and safe harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney’s fees, incurred by reason of a lawsuit or claim for compensation made or filed by any person occurring, growing out of, incidental to, or resulting directly or indirectly from the use of the Facility by or on behalf of the Licensee.
3. At the end of each operating year, the Licensee will be required to submit in a format approved by the District a detailed income and expense statement for the past year’s operation. The Licensee will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to the District.
4. The Licensee will be responsible for regular pest control inspections and extermination.
5. Any attachments to the trees, such as lights, will not be permitted without prior written approval from District.
6. The Licensee will be prohibited from placing advertisements anywhere at the Facility or Site without the District’s prior approval.

7. The Licensee will be required to make all necessary repairs during the terms of the License.
8. The Licensee will be required to provide security for the Facility and to cooperate with the District's efforts to ensure security of the surrounding Site. The Licensee will be required to secure the Facility, including the equipment, every evening.
9. Licensee will not be allowed to use polystyrene packaging or food containers in the operation of the Facility.
10. The Licensee will be required to pay all taxes applicable to the operation of the Facility.
11. The Licensee will be required to register all fuel storage tanks with all applicable local, State, and Federal authorities. The Licensee will be required to perform or have performed a tightness test conducted at least once every five years.
12. Licensee will be required to post a security deposit to guarantee its compliance with the License Agreement. The District will have the ability to collect damages directly from the security deposit if a violation of the License Agreement is not promptly cured.

IV. THE REQUEST FOR PROPOSALS PROCESS/PROPOSAL PROCEDURE

A. Proposal Submission Instructions

The proposal should be typed on both sides of 8 ½" X 11" paper. Pages should be paginated.

Oversized plans or drawings may be submitted, but must be accompanied by 8½" x 11" sectionals or reductions to 8 ½" x 11". No telegraphic or facsimile proposals will be accepted

Please submit four (4) copies of your proposal (including four (4) copies of all required submittals), as well as a digital/electronic copy.

The following information should be printed on the outside of the envelope:

- Your name and address
- RFP # XXXXXXXXXX
- XXXX Due Date: **Friday, January 6, 2012, 3:00 p.m.**

B. Proposal Submission Requirements

Each proposal submitted must meet the following requirements. Failure to comply may result in the automatic disqualification of a proposal from further consideration.

1. All proposals must be submitted in a sealed envelope and received in the office of the Purchasing Manager, Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville IL 60048, cmiller@lcfpd.org.
2. All proposals must be received by **Friday, January 6, 2012, at 3:00 p.m.** No proposals will be considered after that time. **Proposals received after the time and date listed above will be considered late, will be returned to the proposer unopened and will not be considered for award.** A proposer may submit a modified proposal to replace all or any portion of a proposal submitted up until the proposal submission deadline. The District will consider only the latest version of the proposal. Late proposals and late modifications will not be considered for evaluation. Proposers may withdraw their proposals from consideration at any time before the proposal deadline. To withdraw a proposal, the proposer must provide the District with written notification.

3. Each proposal must include a timetable describing the estimated commencement and completion dates for designing and constructing the Facility, including its individual components.
4. Each proposal must include a description of all capital improvements that will be part of the Facility and all Additional Public Improvements, an estimate of the projected cost of each such improvement, and an estimate of the total cost of the Facility and the Additional Improvements.
5. Each proposal must include the Clubhouse/Facility Schematics and a detailed description of the proposed Facility, including a detailed description of the design and layout of the course, landscaping, and any Additional Public Improvements. The proposal must describe in detail any deviation from the Concept 2-B Preferred Plan, including a hole-by-hole description of any deviations from the Concept 2-B Preferred Plan), ***bearing in mind that the Facility must substantially adhere to the Concept 2-B Preferred Plan and that, while minor modifications from the Concept 2-B Preferred Plan may be acceptable, the design and layout must still meet the overall goal and use philosophy for the Site described in this RFP.***
6. Each Proposal must include a summary of the Proposer's Golf Course Development and Operating Experience:
 - Each proposer should (i) submit a resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the funding, construction, operation, and maintenance of golf courses and (ii) include the names and addresses of all corporate officers of the entity submitting the proposal.
 - Each proposer should (i) attach a list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial, operational and construction capability and (ii) include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.
7. Each Proposal must include a summary of the Proposer's Planned Operations:
 - Proposers should submit the outline of a proposed operational plan for the entire Facility, including but not limited to proposed hours of operation, proposed green fees, proposed programming and merchandising, a Customer Service Plan, an Equipment List, a Maintenance Plan, Safety Techniques and a Concept Menu.
 - Proposers should include a pro-forma that (i) includes realistic expectations of projected rounds played by type, (ii) includes income and expense projections for each year of operation during the initial license term (30 years) for each revenue-producing component, and (iii) identifies all market-based assumptions used in the formulation of the pro-forma.
8. Each Proposal must include a summary of the Proposer's Funding Plan:
 - Proposers should provide a summary of their proposed plan to fund the design, construction, operation, maintenance, and capital replacement of the Facility. While proposers need not identify specific sources of funding at this time, the proposers should provide estimates for the total financing necessary, including the total debt financing and the total equity financing, and should discuss their assessment of the availability of debt and equity financing to complete the project.
 - At such time as the District and a proposer are engaged in negotiations for a License Agreement, the proposer will be required to submit a more detailed and concrete funding plan that identifies specific funding sources and evidence of the proper's financial capacity to fund the design, construction, operation, maintenance, and capital replacement of the Facility.

V. EVALUATION AND SELECTION PROCEDURES

A. Proposal Evaluation Criteria

Proposals will be evaluated by a selection committee (the "Selection Committee"), based on the following evaluation criteria:

- Scope and quality of the proposed Facility, including adherence to the Concept 2-B Preferred Plan and this RFP
- Funding plan
- Development and operating experience in the golf industry
- Planned operations, including intended use of the Facility and maintenance, quality and affordability

B. Evaluation Procedures

After evaluating the proposals, the District will determine whether to commence further discussions and negotiations concerning the License Agreement with any of the proposers. If it engages in such discussions or negotiations, the District's actions should not be construed as an offer or other binding commitment to enter into the License Agreement. The District reserves the right at any time and in its sole and absolute discretion to reject any and all Proposals and to cease discussions or negotiations at any time and for any reason.

VI. OTHER GENERAL RFP REQUIREMENTS AND CONDITIONS

All Proposals and related materials become the property of the District.

The District is subject to the Illinois Freedom of Information Act, which governs the public's right of access to certain public records maintained by District. Proposers may request that the District withhold all or part of a proposal (the "Designated Portion") from public disclosure, based on one or more exceptions under the Illinois Freedom of Information Act, including on the grounds that the Designated Portion contains trade secrets, proprietary information, information that, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information, private information, or personal information. The request for such an exception must be in a writing submitted simultaneously with the proposal and state, in detail, the specific reasons for the requested exception. It must also clearly identify the Designated Portion for which the exception is requested.

If a member of the public requests a copy of or to inspect a Designated Portion pursuant to the Freedom of Information Act, the District will make its own assessment whether the Designated Portion is exempt from disclosure. If the District determines that the Designated Portion is exempt, it will exercise good faith efforts to withhold the Designated Portion. However, the District will have no liability whatsoever if, despite its own determination, the Public Access Counselor of the Illinois Attorney General's Office or a court of competent jurisdiction determines that the Designated Portion is not exempt from disclosure. Further, the District assumes no obligation, pursuant to this RFP, to withhold any portion of any proposal including a

Designated Portion and each proposer, by submitting a proposal, assumes the risk that each and every part of its proposal will be a public record available to the public under the Freedom of Information Act.

The District shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therein.

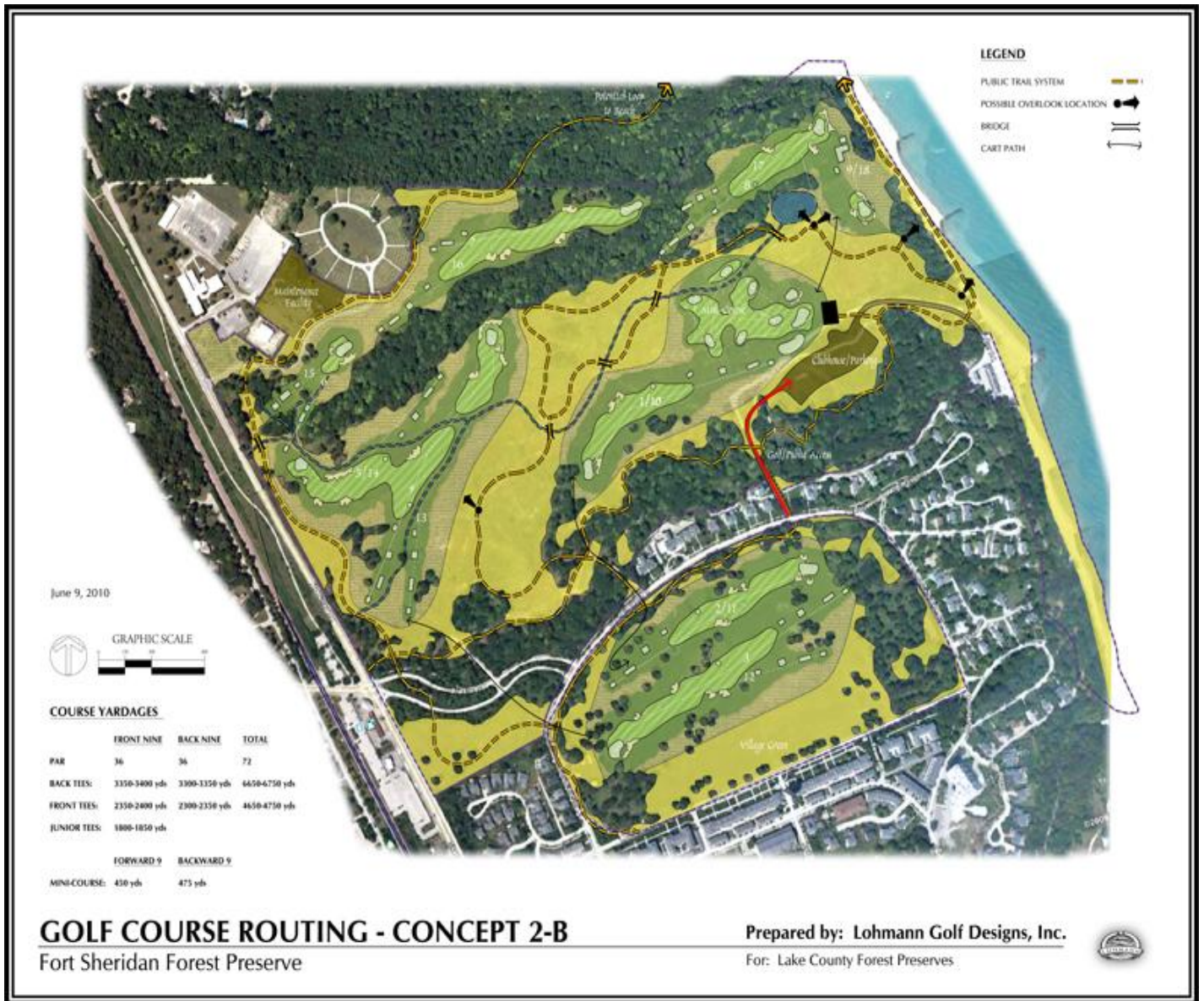
The District will have no contractual or other liability to any proposer unless and until a Licensee Agreement related to the operation of the Facility is duly approved by an ordinance of the District Board of Commissioners.

Technical addenda issued by District will be the only authorized method for communicating clarifying information to all potential proposers. Proposers should contact the District before submitting a proposal to verify that they have received any addenda issued. Proposers shall acknowledge the receipt of any addenda in their proposal submissions.

The District makes no representation or warranty, and assumes no liability, for the accuracy of the estimates or other financial information included in this RFP, including the Appendix.

APPENDIX

Design Concept 2-B





September 9, 2011

**DESCRIPTION OF 9-HOLE ROUTING (2-B) AT
FORT SHERIDAN**

LAKE COUNTY FOREST PRESERVES DISTRICT

Layout The Concept 2-B plan was derived from land use scenarios prepared by the LCFPD that allotted for various sizes and locations of both golf course and open space use. The scenarios revealed that a blended-use concept left too little golf property to facilitate an 18-hole golf course, therefore the focus for golf development became an alternative facility, such as a 3, 6, 9 or 12-hole layout. The resulting recommendation was that the course should include a minimum of 9 regulation holes, preferably par 35 or 36, with potential for alternative tees and/or greens on various holes to facilitate a perceived 18-hole round without using excessive land, the “ model” for this concept was the privately-owned Dunes Club in New Buffalo, MI. The concepts also included allocation for a wee-course (6 to 9 holes, 60 to 120 yards long) to accommodate junior play and practice where space allowed.

Concept 2-B proved to be the best compromise among all parties, as it bore the most potential to meld the golf course and public space users, allowing both to experience the full historic and natural context of the site, including the parade grounds, ravines and lake bluff. The golf routing flows through each one of these site features, revealing the story of the property as it progresses first along the south ravine (natural history), then through the old parade ground (military history), into the open meadow area (reclamation history) and finally along the cemetery and north ravine where it culminates at the lake bluff, revealing spectacular views of Lake Michigan. Several of the holes are also equipped with alternate tees, allowing the course to play different in par and yardage the second time around, thus emulating an 18-hole course. The public open space is routed in a similar winding pattern to allow the same experience while still being safely separated from the golf course and assuring minimal conflict between the two uses.

Cost Influences A number of design parameters and existing site conditions directly impact the estimated cost of construction. As stated above, costs are based on a 9-hole, par 36, 3400+ yard golf course with 14 total sets of teeing areas and a junior course/practice area. The total area used for this layout is approximately 80 acres. Given current site conditions, we know that the existing Bell Drive must be removed, the golf construction area must be treated with herbicide and mowed, and trees must be removed in certain areas to facilitate golf corridors and drainage. Erosion control requirements provided by the permitting agencies when the 18-hole plans were previously bid (2004) include further provisions such as dust control, temporary construction fences and gates, curb cuts, and stabilized entrances.

Based on the grading work completed during the remediation of the site several years ago, we know that topsoil on the Fort Sheridan property is limited at best. Therefore, the Concept 2-B estimate

includes a substantial allowance for topsoil import. The site has some unique drainage challenges as well. Specifically, drainage pipes are not allowed to be run directly into the ravines or bluff areas and temporary detention facilities must be provided in certain areas (e.g. parade grounds) to control the release of water. These restrictions require additional drainage to route water to the proper places.

Course construction requires deep well drilling for water sourcing, and pumping services / power for the irrigation. Also, the existing diversion channel must be adjusted to allow expansion of the irrigation pond to provide ample irrigation storage and will require the re-establishment of the wetland plantings and emergent vegetation found along the existing pond and channel. The 2-B layout also crosses the diversion channel in several areas, requiring several bridges, including one shared bridge with the pedestrian paths.

Conclusion To prepare the Concept 2-B estimate, we developed an actual grading plan to overlay on the existing property, utilized previous cost information from the 18-hole project bid in 2004, conducted numerous review meetings to collect firsthand knowledge from the LCFPD Staff, and referenced numerous jobs of similar nature that we' ve completed in the area for municipal entities. Our initial routing work and cost analysis is intended to be a guide for developing a compromise for the site' s multiple uses. Please keep in mind as you review the routing and costs that many important steps have yet to be completed before committing to final costs and layouts.

Prepared by: Lohmann Golf Designs, Inc.



Project Cost Estimate – 9-hole Golf Course

Project Element	Direct Golf Cost	General Public Benefit Cost	Total Cost
9-hole Golf Course	\$6,768,000	\$100,000	\$6,868,000

Includes:

- Golf course construction
- 1.5% insurance and bonds
- 10% contingency and escalation
- Golf architect design services
- Golf and site equipment
- Golf course specialty accessories
- Engineering and irrigation design services
- ComEd electrical design service for irrigation pumps
- Pre-opening grow-in period



Project Cost Estimate – Buildings and Utilities

Project Element	Direct Golf Cost	General Public Benefit Cost	Total Cost
Buildings and utilities	\$1,614,000	\$1,058,000	\$2,672,000

Includes:

- Natural resource and maintenance center
 - Pre-engineered building (9,000 square feet) and storage bins
 - Utility service and fuel storage; landscaping and fencing
- Clubhouse
 - Prefabricated building, deck, furnishings and equipment
 - Utility service and connection fees
- Golf cart area(secured outdoor); and evaporator restroom
- 10% contingency and escalation
- Architect redesign fees



Project Cost Estimate – Site Work & Public Access

Project Element	Direct Golf Cost	General Public Benefit Cost	Total Cost
Site work/general public access	\$1,824,000	\$2,677,000	\$4,501,000

Includes:

- Trails (2.2 miles), bridges and overlooks construction
- Road, parking and storm drainage
- Electrical installation and Cliff Road repair
- Clubhouse/entrance road site work and landscaping
- Split rail fencing along Sheridan Road
- Engineering fees for site
- Permits and other owner costs
- 10% contingency and escalation



Project Cost Estimate – Junior Course

Project Element	Direct Golf Cost	General Public Benefit Cost	Total Cost
Junior course	\$170,000	\$112,000	\$282,000

Includes:

- Course construction
- 10% contingency and escalation



Total Project Cost Estimate

Project Element	Direct Golf Cost	General Public Benefit Cost	Total Cost
9-hole Golf Course	\$6,768,000	\$100,000	\$6,868,000
Buildings & Utilities	\$1,614,000	\$1,058,000	\$2,672,000
Site Work & General Public Access	\$1,824,000	\$2,677,000	\$4,501,000
Subtotal 9-hole Golf Course	\$10,206,000	\$3,835,000	\$14,041,000
Junior Course	\$170,000	\$112,000	\$282,000
Total 9-hole Golf Course with Junior Course	\$10,376,000	\$3,947,000	\$14,323,000