



100 JAMES ROAD

JEKYLL ISLAND, GA 31527

(912) 635-4000

# **Request for Proposal # 364**

for

## **JEKYLL ISLAND AMPHITHEATER**

Date Issued: April 21, 2021

Revised: September 22, 2021

**Submission Deadline:**

**November 12, 2021**

## SECTION 1

### GENERAL INFORMATION

This is an invitation to submit a proposal to establish a contract with an interested qualified professional to provide Jekyll Island Authority with the services as indicated herein. The Authority certifies that the use of competitive sealed bidding will not be practicable or advantageous to the Authority or the State of Georgia in completing the acquisition described in this Request for Proposal (“RFP”). This RFP process will be conducted to gather and evaluate responses from a company or person desiring to do business with the Jekyll Island Authority (“Proposer”) for a potential award. After evaluating all the Proposals received and following negotiations and resolution of contract terms (if any), the preliminary result will be submitted to the Board of Directors for consideration and approval. Subject to and following Board approval, a contract will be executed.

**Jekyll Island.** Jekyll Island is a unique, state-owned barrier island that balances conserving and preserving natural, historic, and cultural resources with providing accessible, affordable recreation, vacation, and educational opportunities for the people of Georgia and beyond. Surrounded by picturesque marshes and breathtaking oceanfront, Jekyll Island is a peaceful coastal habitat. The barrier island contains one of the few remaining intact maritime forests on the Eastern seaboard. Originally inhabited by Native Americans, Jekyll was explored by the French and Spanish, and first settled by the English. From early settlers to America’s social elite to today’s young explorers, this special barrier island has captured imaginations for generations.

**Jekyll Island Authority.** Recognizing that our island’s natural beauty and vibrant history set us apart from any other coastal destination, the Governor and the Georgia State Legislature established the island as a State Park in 1950 and entrusted its care to the Jekyll Island Authority. Since its inception, the Authority has set up parameters to protect the island ecosystem, while ensuring it remains an inviting place for residents and guests. Today, the Authority is a self-supporting state entity responsible for the management and stewardship of Jekyll Island.

#### *Our Mission*

As stewards of Jekyll Island’s past, present, and future, we are dedicated to maintaining the delicate balance between nature and humankind.

#### *Our Vision*

Through progressive stewardship and excellent customer service, Jekyll Island will be recognized as a sustainable conservation community that is the choice destination among all who experience its unique environment, services, and amenities.

#### RESOURCES:

Jekyll Island Ordinances: [https://library.municode.com/ga/jekyll\\_island\\_authority/codes/code\\_of\\_ordinances](https://library.municode.com/ga/jekyll_island_authority/codes/code_of_ordinances)  
Code of Georgia: <http://www.lexisnexis.com/hottopics/gacode>



## SECTION 2

### DEFINITIONS

- 2.1 Contractor:** Contractor means any person or business having a contract with Jekyll Island Authority.
- 2.2 Fee:** A dollar amount inclusive of all Proposer's costs (overhead, insurance, labor, equipment, advertisements, permits, etc.), general and accounting, and profit. The cost associated with any incidental items for which no specific pay items are set up shall be included in the overall cost of the project.
- 2.3 Jekyll Island-State Park Authority ("JIA" or "Authority" or Jekyll Island Authority):** a public authority created by the General Assembly of the State of Georgia and deemed an instrumentality of the State of Georgia and a public corporation.
- 2.4 Professional Services:** Those services as outlined in this Request for Proposal and the Proposal that Proposer will perform during this Project.
- 2.5 Project:** The Professional Services and work and collaboration between JIA and Contractor and their team, staff, consultants, and representatives to carry out the purpose of this Request for Proposal.
- 2.6 Project Manager:** That staff member and day-to-day representative of the Jekyll Island Authority for this Project. The Project Manager is the point of contact for this Project.
- 2.7 Proposal:** An offer or statement of a price and project description in response to a request for services to be rendered to the JIA.
- 2.8 Proposer:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity that has submitted a proposal to the Jekyll Island Authority in such capacity before a contract has been entered into between such party and the JIA.
- 2.9 Request for Proposal ("RFP"):** Those documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein. The Request for Proposal, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposal, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.

## SECTION 3

### PROCESS

- 3.1 Proposer Questions and Inquiries.** Questions and requests for clarification may be submitted on a rolling basis via email to Dana Pender at [dpender@jekyllisland.com](mailto:dpender@jekyllisland.com). Answers to these questions will be submitted on the JIA website. If answers to submitted questions materially change the conditions and specifications of this RFP, sent periodically via email to those who have requested the RFP no later than the date and time set forth above. No questions other than written will be accepted. No response other than written will be binding upon the JIA. In submitting your question, you must include your company name, your question, and cite the relevant section of the RFP. **Contact with other staff of the Authority or members of the Board or contact with Dana Pender other than as permitted here regarding this RFP is strictly prohibited and will result in disqualification of the Proposer.**
- 3.2 Exclusive Right to Negotiate.** Following identification and selection of a qualified proposal, the JIA will enter into an Exclusive Right to Negotiate (“ERN”) Agreement with the selected Proposer to finalize terms and develop necessary project plans and property disposition agreements.
- 3.3 Negotiations.** Should it become necessary, JIA may negotiate, verbally or in writing, with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to JIA. Such Proposer(s) may be asked to submit a revised written offer. However, JIA reserves the right to accept a proposal as submitted; accordingly, it is imperative that all Proposers present their best offers in their initial submission.
- 3.4 JIA’s Right to Request Additional Information.** Prior to contract award, the JIA must be assured that the selected Proposer has all the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the needs of the JIA, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the JIA is unable to assure itself of the Proposer’s ability to perform, if awarded, the JIA has the option of requesting from the Proposer any information deemed necessary to determine the Proposer’s ability. If such information is required, the Proposer will be so notified and will be permitted a certain period to submit the information requested.
- 3.5 Notice of Intent to Award.** The prospective successful Proposer, if any, will be notified by e-mail of the Authority’s Notice of Intent to Award the contract to the Proposer. The Notice of Intent to Award is not notice of an actual contract award; instead, it is notice of the JIA’s expected contract award(s) pending resolution of the protest process and Board approval.
- 3.6** Resolution of contract terms may commence with the prospective successful Proposer. Proposers should be aware of the typical contract terms, attached, which

will generally be required in any contract with the Authority. The Proposal should consider these terms.

- 3.7** Upon final approval of the design and resolution of contract terms, a recommendation will be made to the Authority's Board of Directors for consideration. A reminder: The Notice of Intent to Award and resolution of contract terms by the prospective successful Proposer does not guarantee an award of this contract, which is determined by a vote of the Board of Directors.
- 3.8** Upon the Board's approval and subsequent expiration of protest period, the contract will be executed.
- 3.9** The Proposer will be required to submit its certificate(s) of insurance and endorsement(s) prior to the issuance of a Notice to Proceed.
- 3.10** **Notice to Proceed.** Upon a duly executed contract and submission of all required documentation, a Notice to Proceed will be issued. The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Project Manager. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 3.11** Upon execution of the contract, the unsuccessful Proposers will be notified.

## SECTION 4

### RFP PROPOSAL FACTORS, EVALUATION, AND AWARD

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the Authority based on a combination of factors.

- 4.1** The Authority will form an evaluation team to review and evaluate the submitted proposals.
- 4.2** Proposals determined to be non-responsive may be eliminated from further consideration.
- 4.3** The proposals will then be evaluated for content. **Proposer consents to the Authority to contact any person or organization in order to make inquiries into legal, character, practical, financial, and other qualifications of Proposer. Proposer agrees that any person working on this Project may be subject to a criminal and financial background check.**
- 4.4** The evaluation team may interview selected Proposers to clarify specific matters presented in their proposals, and as part of this process may request the submittal of additional information clarifying the issues discussed.
- 4.5** The evaluation team will use the information gained during these discussions, along with information presented in the proposals, to evaluate the proposals. The following factors will, at a minimum, be considered during the evaluation process:
  - a)** The qualifications of the project team including a demonstrated solid track record working with Jekyll Island Authority or a similar project;
  - b)** Capacity to attract and secure financing with a minimum amount of public subsidy;
  - c)** Ability to assemble a team with the appropriate specialties;
  - d)** The quality and completeness of the proposal package;
  - e)** Demonstrated understanding of the uniqueness of Jekyll Island and the importance of this project to the overall success of Jekyll Island's offerings for entertainment on the island;
  - f)** The quality of interview presentation and response to questions from interviewer;
  - g)** Cost to be incurred by the Authority;
  - h)** Any additional criteria set forth in Section 8 of this RFP;
  - i)** The best fit for Jekyll Island based on all factors. The Authority has determined that it is best to define its own needs, desired operating objectives, and desired

operating environment. The Authority will not tailor these needs to fit particular solutions Proposers may have available; rather, the Proposers shall propose to meet the Authority's needs as defined in this RFP. All claims shall be subject to demonstration.; and

- j) Proposer's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.

**4.6** The Authority will be solely responsible for the final selection of the successful Proposer, if any.

**4.7 Award of Contract:**

**4.7.1** The contract, if awarded, will be awarded to that Proposer whose Proposal will be most advantageous to Jekyll Island Authority, all factors considered. The JIA reserves the right to select any Proposer it believes to be in its best interest and to negotiate proposed scope elements and fees, or to reject any and all proposals at its sole discretion.

**4.7.2 Multiple Awards:** Any contract resulting from this RFP is non-exclusive, except if specifically stated, and shall be awarded with the understanding and agreement that it is for the sole convenience of JIA. JIA is free to have multiple contracts for the awarded services and may initiate other solicitations with other professional service providers at any time at JIA's sole discretion. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with JIA.

## SECTION 5

### INSTRUCTION TO PROPOSERS

Instructions for preparation and submission of a proposal are contained in this package.

**5.1** By submitting a response to this RFP, the Proposer is acknowledging that the proposer:

- a) Has read the information and instructions and attachments; and
- b) Agrees to comply with the information and instructions contained herein.
- c) The JIA will not be liable for any costs incidental to the preparation of the RFP, presentations, or interviews relating to the selection process.

**5.2** Proposals should clearly establish the intended purpose/plan for revitalization or reuse of the Amphitheater space. Proposals should also demonstrate the capacity and creativity of the developer to transform the facility included in this RFP by following high development standards and presenting the best economically viable project for the JIA.

**5.3** Each proposal shall contain at least the following information. **JIA reserves the right to reject any or all Proposals that are non-responsive.**

**5.3.1 Cover Letter.** Please include in your cover letter a summary of your firm, key members of your team, who will be the principal contact/project manager from your firm, the name of the person authorized to negotiate on behalf of your team, and contact information for those individuals, including email addresses.

**5.3.2 Qualifications.** Describe the background, history, and core competencies of your company as they related to this Project. Include the following:

5.3.2.1 **Resumes** of key team members, including the firm principal, project manager, other key project personnel, and any subcontractors.

5.3.2.2 **Previous contracts** your company has performed for the JIA by Project Title, date, and awarded/final cost.

5.3.2.3 **Relevant Projects.** Describe in detail relevant projects which highlight similar experience as this Project. Include government owners if possible. If the Proposer has performed any work for the JIA within the last five years, at least one of the projects must be from the appropriate party within the JIA. Please include in your description information on:

- a) Project name and location
- b) Description of project(s), including fact sheets, images, date, concept, funding sources, indications of success
- c) Start date and completion date

- d) If applicable, how many days were exceeded from estimated project completion deadline
- e) Project scope
- f) Awarded cost and final cost of project
- g) Media clippings that include project narratives

5.3.2.4 Contact information for references who can speak knowledgeably about your involvement in the project.

5.3.2.5 Identify your experience in dealing with other government projects and/or experience in public/private development

**5.3.3 Statement of Project Understanding.** Briefly describe the concept and scope of your Proposal and explain why your Proposal is the best approach for the revitalization or reuse of the Amphitheater space.

**5.3.4 Detailed Proposal.**

**5.3.5 Project Schedule:** A detailed schedule that outlines the proposed project timeline from contract execution through project completion. Also include a statement of the ability of the firm to meet the proposed schedule. Identifies the duration of key tasks such as due diligence, conceptual design, design development, permitting, final design, construction, etc. Clearly define any phases required.

**5.3.6 Additional Information Requested in Section 8 of this RFP.**

**5.3.7** If applicable, explanation of any failure to complete a project, or explanation of any project that has been the subject of a claim or lawsuit by or against the Proposer. If so, please describe the nature of the claim/lawsuit, the court in which the case was filed, and the details of the resolution.

**5.3.8** Any other pertinent information the firm wishes to present.

**5.4 Preparing the Response.** Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission, including the attached draft contract. Each Proposal constitutes an offer and may not be withdrawn except as provided herein. All Proposals shall be:

**5.4.1** Prepared on the forms enclosed herewith, unless otherwise noted, and **all documents must be submitted to be considered a complete and responsive proposal.** Please note that specific forms for submission are required.

**5.4.2** Typewritten on standard 8-1/2"x 11" paper, except for schematics, exhibits, photographs, or other necessary information, or signatures, which shall be signed by the business owner or authorized representative. ALL SIGNATURE

## SPACES MUST BE SIGNED

- 5.4.3** All erasures or corrections shall be initialed and dated by the official signing the Proposal. Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, JIA will issue a written addendum to document each approved change.



## **5.5 Packaging your Proposal.**

**5.5.1** Submit five hard copy(ies) and one (1) electronic copy in **PDF format** on a USB drive of your complete proposal.

**5.5.2** Your Proposal must be submitted in sealed opaque envelopes, plainly marked as follows:

RFP # 364

Name of Company

Point of Contact for Company and Phone Number

## **5.6 Submitting your Proposal.**

**5.6.1** Your proposal must be mailed or hand delivered as follows in sufficient time to ensure receipt by the JIA on or before the time and date specified.

Jekyll Island Authority

ATTN: Jones Hooks, Executive Director

100 James Road

Jekyll Island, Georgia 31527.

**5.6.2** The complete Proposal must be received on or before the due date and time.

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED**  
**WILL NOT BE OPENED OR CONSIDERED.**

## **SECTION 6**

### **RIGHT TO PROTEST**

**6.1** Proposers to this RFP are required to respond at their own risk and expense. By responding to this RFP, Proposers acknowledge, understand, and accept the Authority's Reserved Rights.

**6.2 Filing of protest.**

**6.2.1** Subject of protest. Any Proposer may file a Protest on the grounds of irregularities in the proposal procedures, but not based upon the evaluation of each proposal.

**6.2.2** A protest shall be filed five (5) calendar days after Board Approval or within ten (10) calendar days after the protesting party knows or should have known of the occurrence of the action which is protested, whichever is earlier.

**6.3 Form of Protest.**

**6.3.1** All protests shall be in writing and filed in duplicate.

**6.3.2** All envelopes containing protests shall be labeled "PROTEST."

**6.3.3** A written protest shall include as a minimum the following:

- a)** The name and address of the Protestor;
- b)** The signature of the Protestor or its representative. The Protestor must be authorized to act on behalf of the Proposer;
- c)** Appropriate identification of the solicitation document;
- d)** A statement of reasons for the protest;
- e)** Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time; in which case the expected availability date shall be indicated. If a future expected availability date is given, the Protestor should supplement the Protest when the additional materials become available and should indicate on the materials submitted that they are "supplemental" and indicate whether the submission of the materials constitutes the final submission of materials for the Protest (unless requested to submit additional materials by the Executive Director or Authority). Provided, however, that the Executive Director or his or her designee shall not be prohibited from making a decision on a Protest prior to receipt of final Protest materials from the Protestor; and
- f)** The form of relief requested.

**6.4 Delivery of Protest.** All protests should be mailed or delivered by hand to the following address and marked as follows:

PROTEST - RFP # 364  
Executive Director  
Jekyll Island Authority  
100 James Road  
Jekyll Island, GA 31527

**6.5 Stay of Award During Protest.** When a Protest has been filed in a timely fashion and before an award has been made, the Authority shall make no award of a contract until a final decision has been issued, unless the Authority makes a written determination that the award of the contract without delay is necessary under the circumstances to protect the interests of the Authority.

**6.6 Information on Protests.** The Authority shall, upon written request, make available to any interested party information submitted that bears on the substance of the Protest except where such information is permitted or required to be withheld by law or regulation.

**6.7 Decision on Protest.**

**6.7.1** The Executive Director shall review all information submitted with the Protest, including any additional information requested from the Protestor, and shall issue a written decision on the protest as expeditiously as possible after receiving all relevant requested information.

**6.7.2** Available remedies. If the Executive Director determines that the Protest is valid, the Executive Director shall determine the appropriate remedy. Available remedies include but are not limited to the following:

- a) Modification of the solicitation document and extension of the solicitation period;
- b) Cancellation of the solicitation; or
- c) Cancellation of the selection or award of contract.

**6.8 Appeal to the Board of Directors**

**6.8.1** If a Protest is denied by the Executive Director, the Protestor may make an appeal to the Board of Directors within 5 days after the denial by the Executive Director.

**6.8.2** No appeal will be considered if the Protestor has not first filed a Protest with the Executive Director and received a decision.

**6.8.3** An appeal shall contain all information included in the original protest together with the decision of the Executive Director and all other information relevant to the basis for the appeal.

**6.8.4** All protests should be mailed or delivered by hand to the following address and marked as follows:

PROTEST APPEAL - RFP # 364  
Board of Directors  
Jekyll Island Authority  
100 James Road  
Jekyll Island, GA 31527

**6.8.5** While a Protestor may request a hearing before the Board of Directors for an appeal, it shall be within the discretion of the Board of Directors to

determine if a hearing is granted.

- 6.8.6** The Board of Directors shall have 30 days after an appeal is filed or a hearing is held, whichever is later, to decide on a protest appeal. This period may be extended for good cause for a reasonable time not to exceed 30 days, barring extraordinary circumstances justifying a longer extension, including, but not limited to, such events as hurricanes.
- 6.8.7** The Board of Director's decision shall be in writing and shall be sent to the Protestor.
- 6.8.8** The decision of the Board of Directors shall be final, and no further appeal will be allowed.
- 6.9 Costs.** In no event shall a Protestor be entitled to recover any costs incurred in connection with the protest of a solicitation, including Proposal or quote preparation costs, protest preparation costs, or attorney fees.
- 6.10 Exclusive Remedy.** This Procedure shall be the exclusive method for asserting a claim against the Authority arising out of or relating to the solicitation process of this RFP.

## SECTION 7

### GENERAL TERMS AND CONDITIONS

- 7.1 Jekyll Island Authority's Rights Concerning Responses and Award.** JIA reserves the right to reject any or all responses and to waive any irregularities or technicalities in responses received whenever such rejection or waiver is in the best interest of JIA. JIA reserves the right to reject all responses or any response that is not responsive, is over budget, of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a Proposal from a proposer whom investigation shows is not able to perform the contract. The JIA reserves the right to accept an offer or proposal other than the highest offer. The JIA reserves the right to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the JIA. It is also within the right of the JIA to reject responses that do not contain all elements and information requested in this RFP. A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which such determination will be made by the JIA on a case-by-case basis.
- 7.2 Jekyll Island Authority's Right to Amend and/or Cancel the RFP.** The JIA reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda. EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE. ALL PROPOSERS ARE ENCOURAGED TO FREQUENTLY CHECK THE WEBSITE FOR ADDITIONAL INFORMATION. The JIA reserves the right to cancel this RFP at any time.
- 7.3 Errors or Omissions in RFP.** Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice to inquire of or identify the same to the JIA.
- 7.4 Errors in Proposals. Proposers or their authorized representatives are expected to fully inform themselves as to the condition, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.**
- 7.5 It is the responsibility of the Proposer to carefully examine and fully understand the contract, plans, technical specifications and other documents hereto attached and make a personal examination of the site of the proposed work, and satisfy him or herself as to the actual conditions and requirements of the work.**
- 7.6 Project Manager.** The Project Manager shall act as the JIA's representative

during the execution of this Contract. He or she shall decide questions which may arise as to quality and acceptability of services and products furnished and work performed. He or she shall interpret the practical intent of the Contract in a fair and unbiased manner. The decisions of the Project Manager shall be final and conclusive and binding upon all parties to the Contract.

- 7.7 Signed Proposal Considered Offer:** The signed Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Jekyll Island Authority's Board of Directors. In case of a default on the part of the Proposer after such acceptance, Jekyll Island Authority may take such action as it deems appropriate, including legal action for damages or lack of required performance. The Proposer further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents, but which are incidental to the scope, intent, and completion of the contract, shall be deemed to have been included in the Fees as proposed.

**7.8 Contract Terms and Conditions.**

- 7.8.1 Please review the JIA's contract terms and conditions prior to submitting a response to this RFP in Attachment B.** Proposers should plan on the contract terms and conditions in Attachment B and as contained in this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposer. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Proposers to better evaluate the costs associated with the RFP and the potential resulting contract.
- 7.8.2** By submitting a proposal, each Proposer acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted Proposal. If a Proposer takes exception to a contract provision, the Proposer must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. All exceptions to the contract must be submitted as an attachment to the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.
- 7.8.3** In the event the Proposer is selected for a potential award, the Proposer will be required to enter into discussions with the JIA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved prior to Board Approval of the Project. Failure to resolve any contractual issues may lead to rejection of the Proposer. The JIA reserves the right to proceed to discussions with the next best Proposer.
- 7.8.4** The JIA reserves the right to modify the contract to be consistent with the apparent successful Proposal and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the

terms or the requirements of the RFP may be deemed non-responsive by the JIA, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the JIA, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Authority prior to the deadline for submitting written questions as defined by the Schedule of Events.

**7.8.5 Cancellation of Contract:** The contract may be cancelled or suspended by Jekyll Island Authority in whole or in part by written notice of default to the Proposer upon non-performance or violation of contract terms. An award may be made to another Proposer, and the defaulting Proposer (or his surety) shall be liable to Jekyll Island Authority for costs to JIA more than the defaulted contract prices. See the contract documents for complete requirements.

**7.9 Prices to be Firm:** Proposer warrants that the prices, terms, and conditions quoted in his Proposal will be firm for acceptance for a period of sixty (60) days from Proposal opening date, unless otherwise stated in the Proposal.

**7.10 Payment of Taxes.** Every contractor, vendor, business, or person under contract with Jekyll Island Authority is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Jekyll Island Authority by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

**7.11 Compliance with Laws.** The Contractor and its subcontractors shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, county, and JIA statutes, ordinances, and rules during the performance of any contract between the Proposer and JIA. Any such requirement specifically set forth in any contract document between the Contractor and JIA shall be supplementary to this section and not in substitution thereof.

**7.12 Equal Employment Opportunity.** The Proposer certifies that it/he/she will follow equal employment opportunity practices in connection with the awarded contract or as more fully specified in the contract documents.

**7.13 ADA Guidelines.** The JIA adheres to the guidelines set forth in the Americans with Disabilities Act. Proposers should contact the Jekyll Island Authority at least one day in advance if they require special arrangements. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

**7.14 Compliance with Federal and State Work Authorization and Immigration Laws.**

- 7.15 Guarantee/Warranty:** Proposer warrants and guarantees that the Professional Services will substantially conform to the deliverables specified in this RFP and that all Professional Services will be performed in a professional manner using appropriately skilled personnel.
- 7.16 Liability Provisions:** Where Proposers are required to enter or go onto Jekyll Island Authority property to take measurements or gather other information in order to prepare the proposal as requested by JIA, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Proposal and shall indemnify and hold harmless Jekyll Island Authority from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Jekyll Island Authority.
- 7.17 Disclaimer of Liability.** Proposer acknowledges by submitting information and proposals to the JIA that the JIA does not undertake any obligations and shall have no liability with respect to the development program, this RFP, and responses thereto, nor with respect to any matters related to any submission by a respondent.
- 7.18 Cone of Silence.** Lobbying of RFP Evaluation Committee members, Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB), Request for Proposal (RFP), or contract by any member of a Proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation, is strictly prohibited. Such actions may cause your proposal to be rejected.
- 7.19 CONFIDENTIALITY AND GEORGIA OPEN RECORDS ACT.**
- 7.19.1** The responses will become part of JIA's official files without any obligation on JIA's part. Ownership of all data, materials and documentation prepared for and submitted to Jekyll Island Authority in response to a solicitation, regardless of type, shall belong exclusively to Jekyll Island Authority and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18- 70, et. Seq., unless otherwise provided by law.
- 7.19.2** Jekyll Island Authority shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than JIA at any time during the solicitation evaluation process.
- 7.19.3** In the event a Proposer submits information which constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, the Proposer must follow the procedure set forth in O.C.G.A. § 50-18-72(a) (34). If the proper documentation is not submitted, any documents labeled trade secret information or confidential will not be kept confidential under the Georgia



Open Records Act.

**7.20 Audits and Inspections.** At any time during normal business hours and as often as JIA may deem necessary, the Proposer and his subcontractors shall make available to JIA and/or representatives of Jekyll Island Authority for examination of all its records with respect to all matters covered by this RFP. It shall also permit Jekyll Island Authority to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of JIA or at the offices of the Proposer as requested by JIA.

**7.21 Insurance Provisions:**

**7.21.1** JIA is under no obligation to insure Contractor's possessions or property. Contractor will insure and keep insured, from the date of actual possession, Contractor's property on Authority property.

**7.21.2** Contractor is required to procure and maintain for the duration of the contract insurance as provided below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

**7.21.3** To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities stated below is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.

**7.21.4** All policies shall contain a provision or endorsement that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the state certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

**7.21.5** All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

**7.21.6** The policies shall be written without an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another.

**7.21.7** To the full extent permitted by the Constitution and the laws of the State

of Georgia, Contractor and its insurers must waive any right of subrogation against the Indemnities, the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insurance funds of the State of Georgia, and insurers participating thereunder, to the full extent of the indemnification.

**7.21.8** The insurer must agree that the Attorney General of Georgia represents and defends JIA, and his or her prerogative is not waived by any policy of insurance. Any settlement of litigation on behalf of JIA must be expressly approved by the Attorney General.

**7.21.9 Certificate of Insurance.**

- a) It is every Contractor's responsibility to provide the JIA current and up-to-date Certificates of Insurance for multiple year contracts before the beginning of the contract and before the end of each term. Failure to do so may be cause for termination of contract.
- b) The name of the Insured on the COI must exactly match the name of the Contractor under this Contract.

**7.21.10 Additional Insured.**

- a) Contractor shall ensure that the Jekyll Island-State Park Authority, its officers, employees, and agents are covered as additional insureds under the commercial general, automobile, and umbrella liability policies. The JIA may accept a blanket additional insured endorsement.
- b) JIA calls attention to Contractor that the policy shall not limit the additional insured to those in privity of contract with JIA, but shall also provide coverage for JIA's officers, employees, and agents.
- c) A Certificate of Insurance alone is insufficient evidence of compliance with this section. You must attach the endorsement that states your policy number on the endorsement

**7.21.11 Commercial General Liability Policy.**

- a) Contractor's CGL policy must be made on Per Occurrence and Per Project.
- b) The CGL Policy must contain a contractual liability stipulation.

**7.21.12 If Professional Liability Coverage is written on a claims-made basis:**

- a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b) Insurance must be maintained, and evidence must be provided for at least five (5) years after completion of the work.
- c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after

completion of the work.

**7.21.13 Insurance Provisions, Minimum Limits**

Workers Compensation (WC)	Statutory Limits
Bodily Injury by Accident – each employee	\$100,000
Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Commercial General Liability (CGL)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Automobile Liability – Any Auto, Combined Single Limit	\$1,000,000
Professional Liability (Errors and Omissions)	
Each Occurrence Limit	\$2,000,000
Aggregate	\$2,000,000

## **SECTION 8**

### **PROPOSAL**

#### **RFP # 364 - JEKYLL ISLAND AMPHITHEATER**

##### **A. Overview**

The Jekyll Island Authority (JIA) is seeking developers and/or development teams/interested parties (developer) to submit proposals for the lease, development, and operation of the Jekyll Island Amphitheater. The Jekyll Island Authority has a history of partnering with private entities, and this project offers proposers a unique opportunity to develop a true island treasure.

The goal of the RFP is to select a developer who will further the progress of the revitalization of Jekyll Island through the redevelopment/restoration of the historic amphitheater.

Note: There is no commitment by the JIA to provide subsidy for this project. Proposals must take this information into consideration.

##### **B. Jekyll Island Amphitheater Background:**

Almost 50 years ago near the center of the island, the Jekyll Island Amphitheater was regularly filled with residents and tourists watching popular musicals as wood storks soared overhead and stars lit the stage. This formerly active amphitheater could seat 1700 plus persons for various stage productions, movies, and musical acts. The acreage for the facility is 3.49 acres with 2.69 acres of adjacent parking.

Since 2011, the JIA has been interested in the restoration/reenergization of the Amphitheater. There have been several individuals to express interest in reopening the amphitheater; however, those discussions have never gained traction. The JIA included the Amphitheater project as one of its long-term action items in its 2014 Master Plan. As part of the Master Plan, the Fanning Institute of the University of Georgia completed a rendering of potential design ideas for the Amphitheater. In late 2019, several expressed their encouragement for the reopening of the Amphitheater as an events space. Despite these expressions of interest, the Amphitheater has remained closed since 2005, and the years of disuse and coastal weather have affected its condition.

In January 2012 Thoman & Hutton Engineering Company of Savannah conducted an engineering review of the facility for the JIA. Findings regarding the seating and the structure of the facility were positive. Today, the concrete/aluminum seating area remains; however, the stage and support facilities have been removed due to their derelict condition. That being said, it is the JIA's opinion that the site still has excellent potential to be turned into a first-class entertainment venue. Consequently, this RFP is a call for proposals to assess the potential reuse of this important site.

Basic water/sewer infrastructure to the Amphitheater is installed, and water/sewer service is supplied by the JIA at Contractor's expense. Power service is provided through Georgia Power and can be configured to meet various needs. Previously, the JIA operated multiple three phase transformers for this facility, but these transformers were removed

for safety reasons following Hurricane Matthew.

Available studies/drawings:

- Fanning Institute of Georgia Rendering (See Attachment A)
- 1973 “As Built Drawings” (See Attachment A)
- Thomas & Hutton - Structural Condition of Existing Facility, Jekyll Island Amphitheatre, January 2012 (See Attachment A)
- 2014 Master Plan (<https://www.jekyllisland.com/jekyll-island-authority/master-plan/>)
- JIA Capacity Study <https://www.jekyllisland.com/jekyll-island-authority/jekyll-island-carrying-capacity-infrastructure-assessment/>)

**C. Additional Proposal Requirements:**

- (1) Project Description – specific plans, including schematic drawings of the proposed project and a site plan, including designated parking areas.
- (2) **Financial Capacity**
  - i. Joint venture, general, or limited partners, and percentage of interest
  - ii. Statement of equity contribution with source identified
  - iii. Letters of References from two lending institutions
- (3) Ownership entity – ability to finance the costs associated with the project, including previous experience in attracting equity investors
- (4) Development entity – project management plan and role of each development partner in the implementation of the development plan
- (5) Budgets, including identification of any funding gaps
- (6) Operational Entity
- (7) Proforma, including all anticipated operational and maintenance costs
- (8) General Marketing Plan
- (9) Sustainability goals – performance measures or industry standards that will be used to assess the sustainability of this project.
- (10) Community engagement plan

**D. Site Tour:** To schedule a site tour, Taylor Davis, Historic Preservationist, Department of Historical Resources, at [tdavis@jekyllisland.com](mailto:tdavis@jekyllisland.com) or 912-506-0467.

**E.** The Contractor will be required to coordinate plans, design, and construction with the JIA to ensure the proposed project scope complements the Island and the JIA’s revitalization goals.

**F.** Deadline for receipt: November 12, 2021.

**G.** Interview selections are anticipated to be scheduled for December 1-3, 2021 with a selection recommendation submitted on December 14, 2021.

## **ATTACHMENT - A**

- Fanning Institute of the University of Georgia Rendering
- 1973 “As Built Drawings”
- Structural Condition of Existing Facility, Jekyll Island Amphitheatre, January 2012

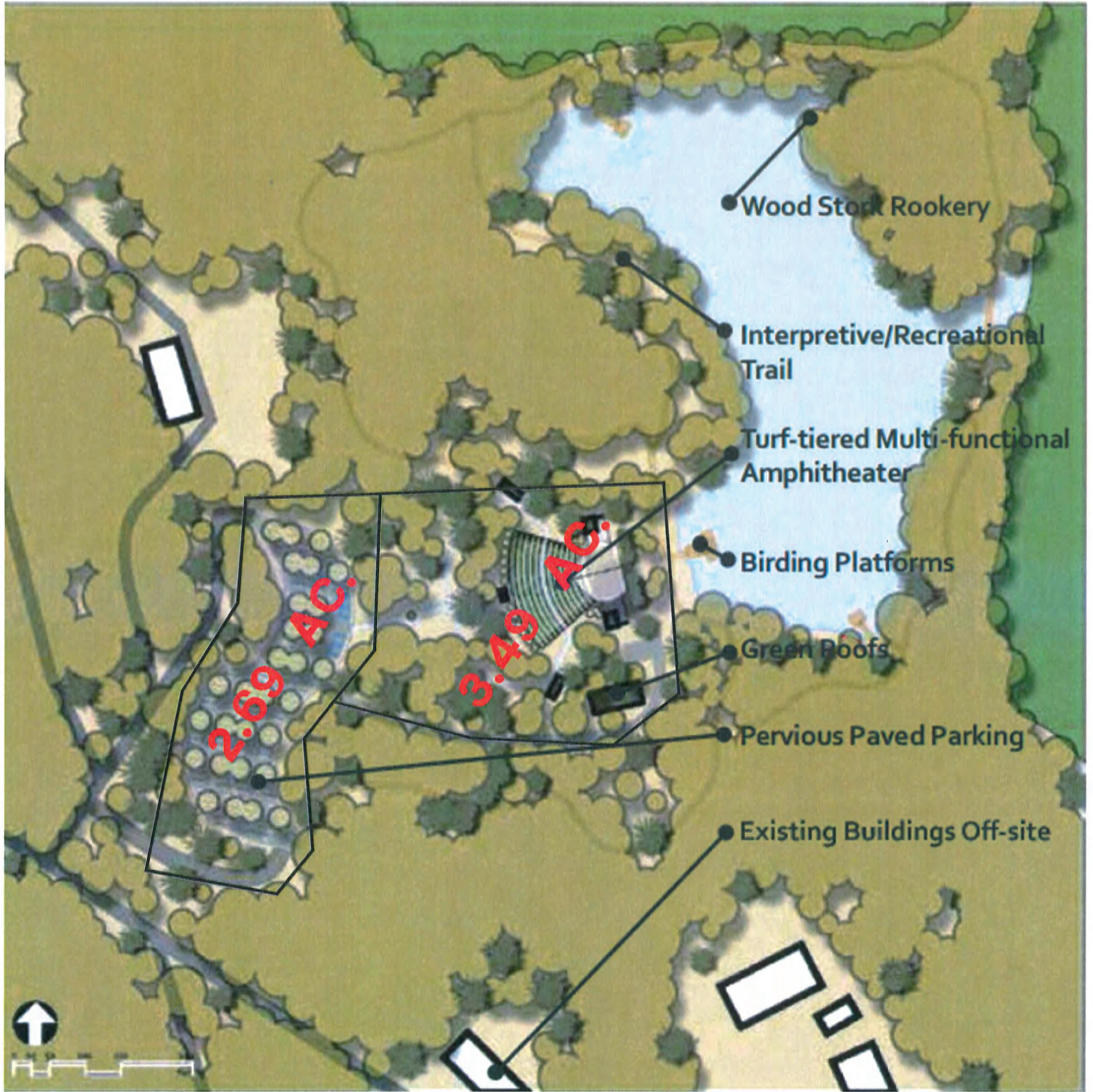
**[ON FOLLOWING PAGES]**

## ATTACHMENT - B

### CONTRACT TERMS AND CONDITIONS

1. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void. In any conflict between the terms of this Contract and the Request for Proposal, the terms of this Contract shall control.
2. **Contractor's Indemnification Obligation. JIA shall not be required to indemnify Contractor.** The Contractor agrees to indemnify and hold harmless the JIA and the State of Georgia and their officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office.
3. **Duty to Reimburse State Tort Claims Fund and Waiver of Subrogation.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
4. **Bonds.** The Contractor shall provide a Performance Bond.
5. **Warranties.** Contractor shall not limit warranties unless specifically authorized to do so by the JIA. All Services and any goods delivered by Contractor to the JIA shall be free from any defects in design, material, or workmanship.
6. **Compliance with Federal and State Work Authorization and Immigration Laws.** Contractor and all subcontracted consultants must comply with all federal and state work authorization and immigration laws and must certify compliance using the form(s) set forth in the RFP.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.
8. **Liquidated Damages.** Contractor agrees to pay to the JIA \$250.00 per day as Liquidated Damages, and not as a penalty.







# JEKYLL • ISLAND • AMPHITHEATER

## Capitalizing on Jekyll's Assets

### Existing Condition



Prosaic Box Office



Limited Pond Access



Impervious and Unaccommodating Seating



Exposed Stage

### Proposed Enhancement



Improved Accessibility and Ambiance



Viewing Platforms Linked by Trail System



Porous and Versatile Turf

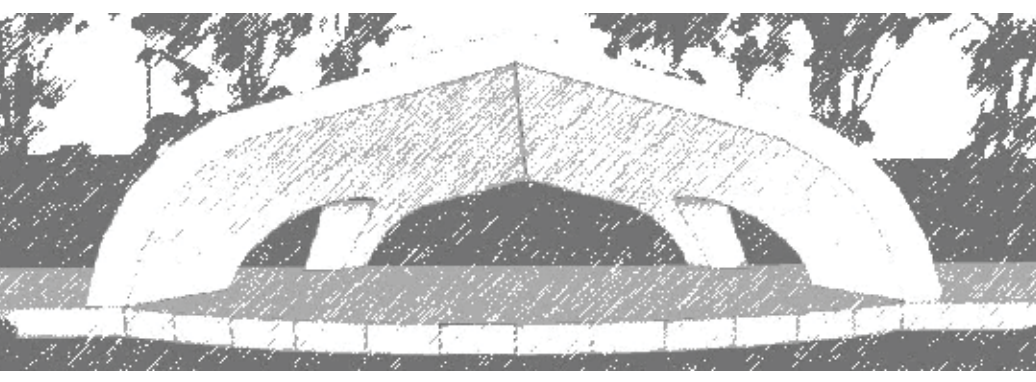


Protected Stage

## Mission Statement

Help Jekyll Island's amphitheater to best serve its users by

- designing a multi-functional site
- providing a comfortable and aesthetically pleasing space
- creating a safe environment
- promoting ecological and economic sustainability
- offering educational opportunities
- preserving its sense of place



Amphitheater as Built • 1973



Existing Condition • 2012



Amphitheater Location on Jekyll Island

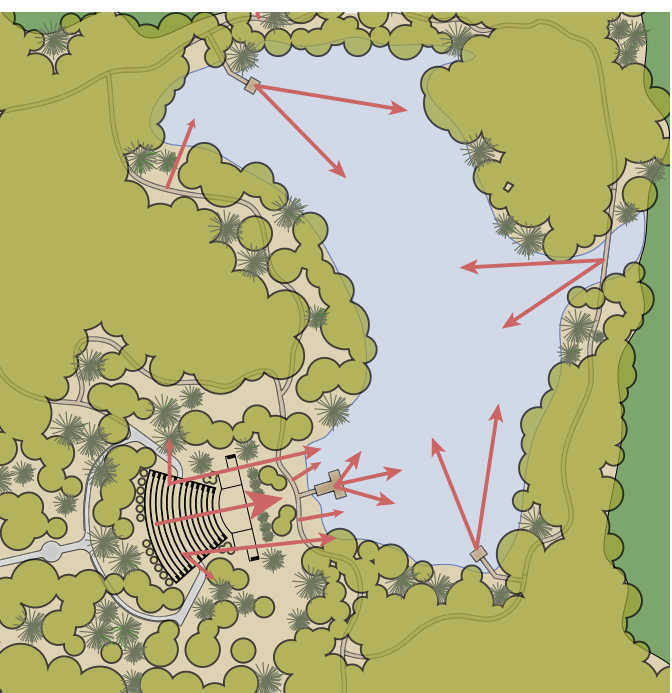
## Historic Context

The Jekyll Island Amphitheater was constructed in 1973 and primarily served the community as a theatrical venue hosting clients like Peach State Summer Theater, Valdosta State University, and the Jekyll Island Musical Theater Festival. The amphitheater was used chiefly during summer months on an infrequent basis. The amphitheater closed in 2003 due to budget constraints and under-utilization. Disuse and coastal weather have since taken their toll on the amphitheater.

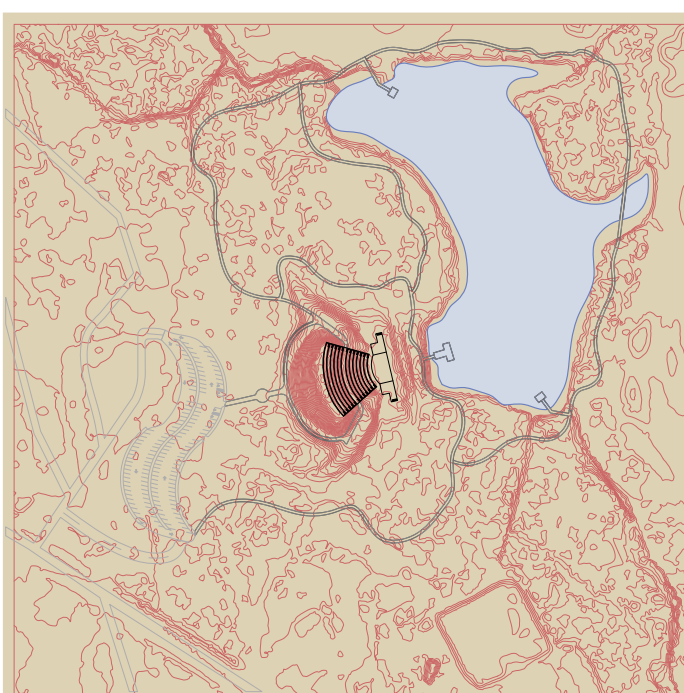
## Site Context

The amphitheater is nestled in the interior of Jekyll Island adjacent to a six acre freshwater pond. The Jekyll Island Golf Course is situated directly across the pond. Despite this proximity, the amphitheater maintains a secluded feel and is somewhat concealed by the thick maritime forests of live oak and slash pine which surround it. The pond is home to an amazing variety of birds including stork, heron, anhinga, and osprey and has become a favorite spot for birdwatchers.

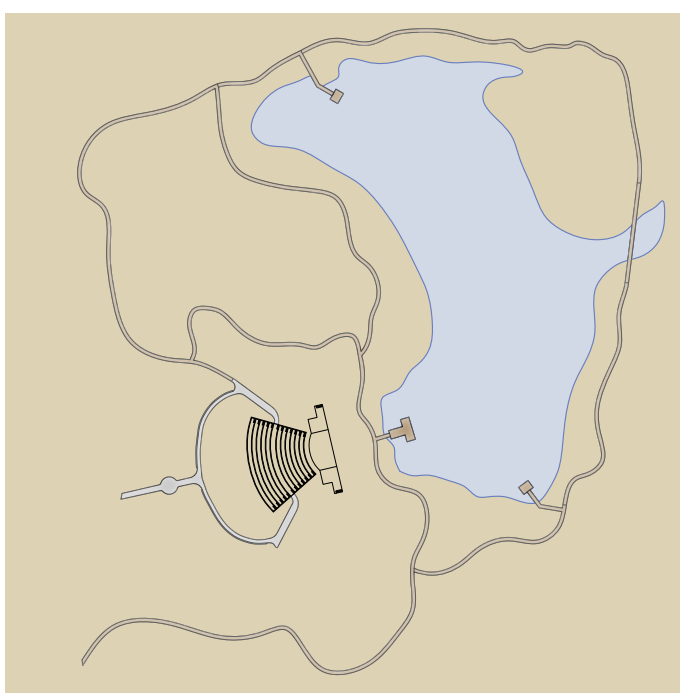
## Site Concepts



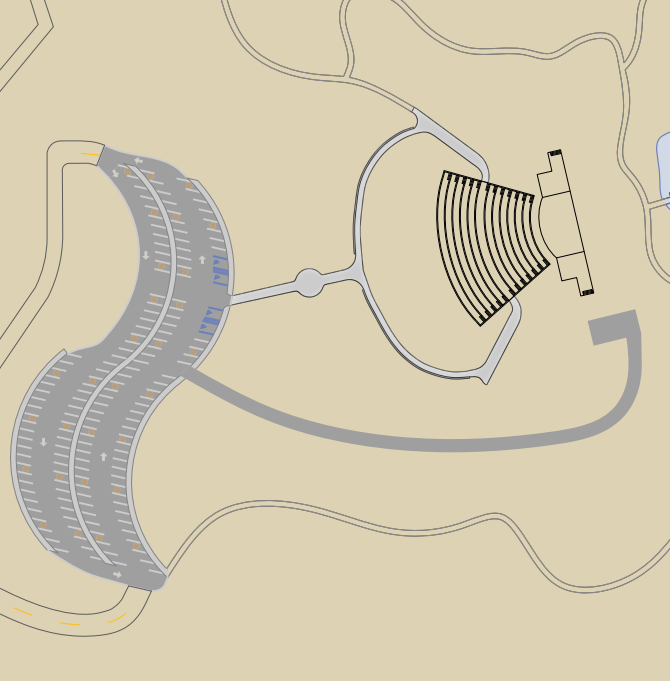
**Viewsheds**  
The amphitheater currently has no view of the pond due to dense forest cover, but prescribed selective logging will open up vignettes onto the pond. Additional viewpoints exist from the platforms and at certain points along the trail.



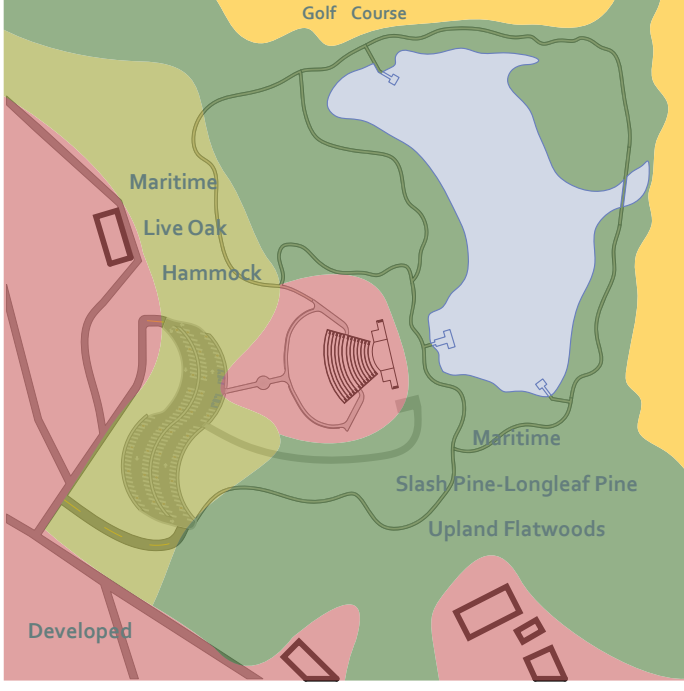
**Contours**  
The site has very low relief typical of a barrier island and is perched only a few feet above sea level. Grading is kept to a minimum by utilizing existing grades and following natural contours.



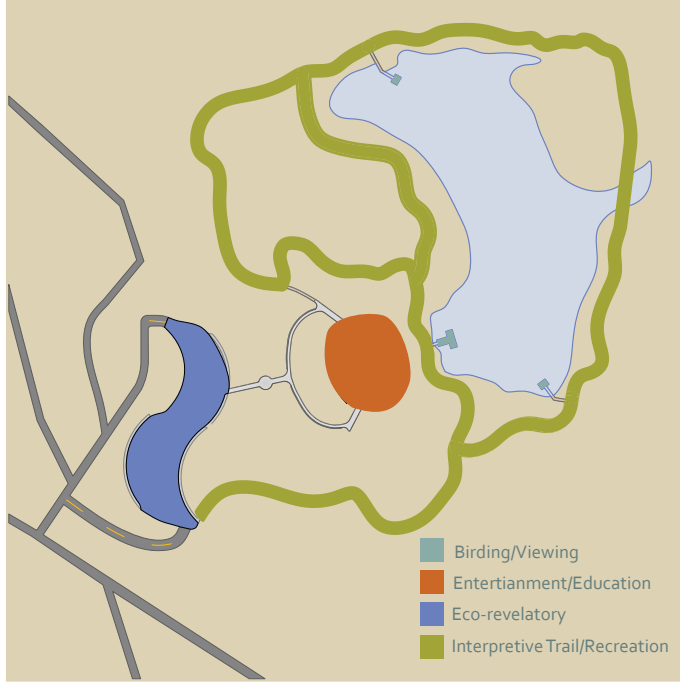
**Interpretive Trails**  
The pond is an under-utilized asset of the site. Formalizing the de facto birding location is a priority that is accomplished by constructing several birding platforms on the pond. Linking these platforms to the amphitheater via an interpretive nature and recreation trail is a logical step.



**Pervious Paving**  
In order to accommodate visitors, while still maintaining a priority for environmental stewardship, walkways, access roads and parking incorporate pervious paving methods.



**Vegetative Communities**  
The site contains a rich diversity of native flora, and is at the convergence of two of Jekyll's dominant maritime forest types: slash pine/live oak uplands and live oak hammocks.



**Multiple Use**  
One limitation of the previous amphitheater incarnation was its single-purposeness. By creating a more flexible amphitheater design and incorporating the pond into the program, the site has a resiliency buoyed by its multi-functionality.

## Design Concepts



**Increase Comfort**  
Turf seating allows precipitation infiltration, lowers heat retention, and affords more versatility than the existing seating.



**Provide Stage Cover**  
Stage sail protects equipment and performers and ensures that minor weather will not disrupt scheduled events.



**Incorporate Existing Assets**  
Create trail system to increase the functionality, appeal, and use of site.

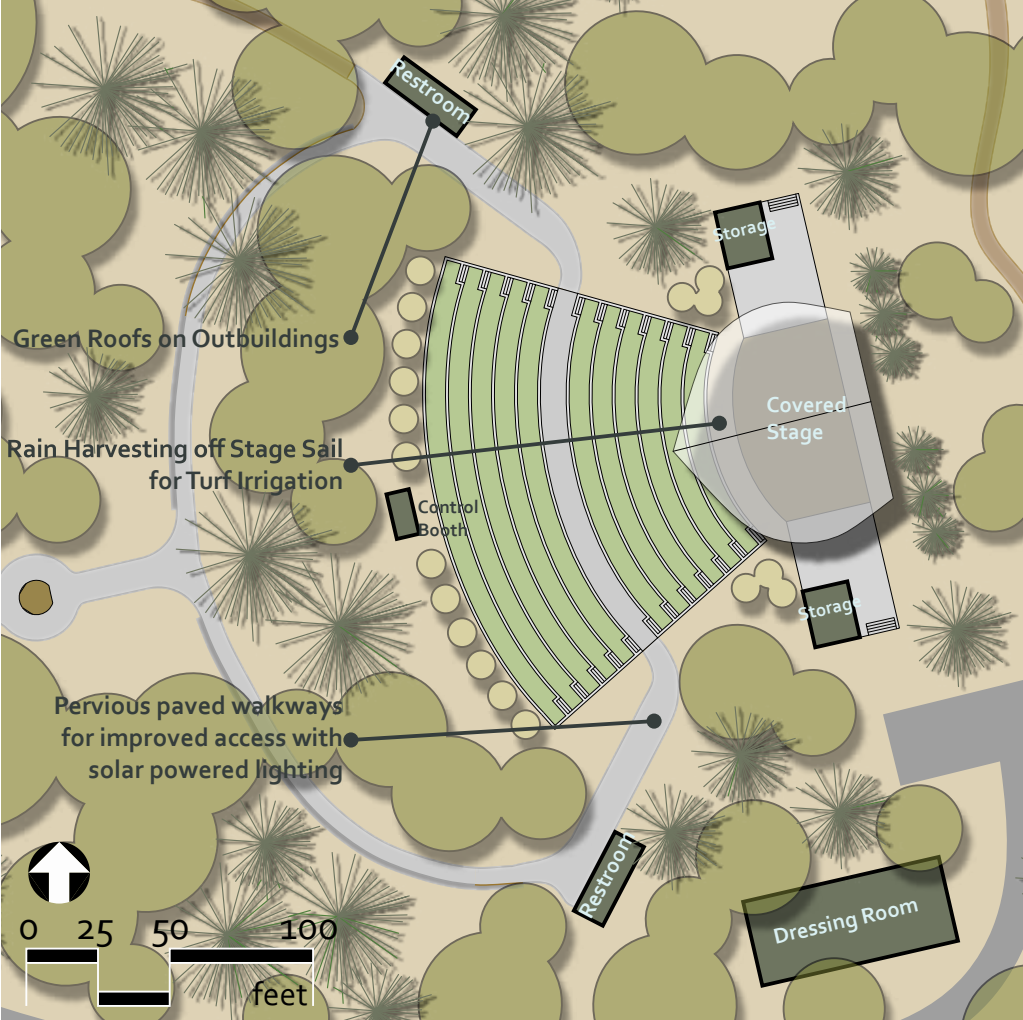


**Formalize De Facto Birding Site**  
Construct birding platforms to provide opportunities and amenities for birders and trail users.



**Ecological Stewardship**  
For paved areas use pervious paving to minimize impact and create educational learning opportunities for the public.

## Plan Views



## Vignettes



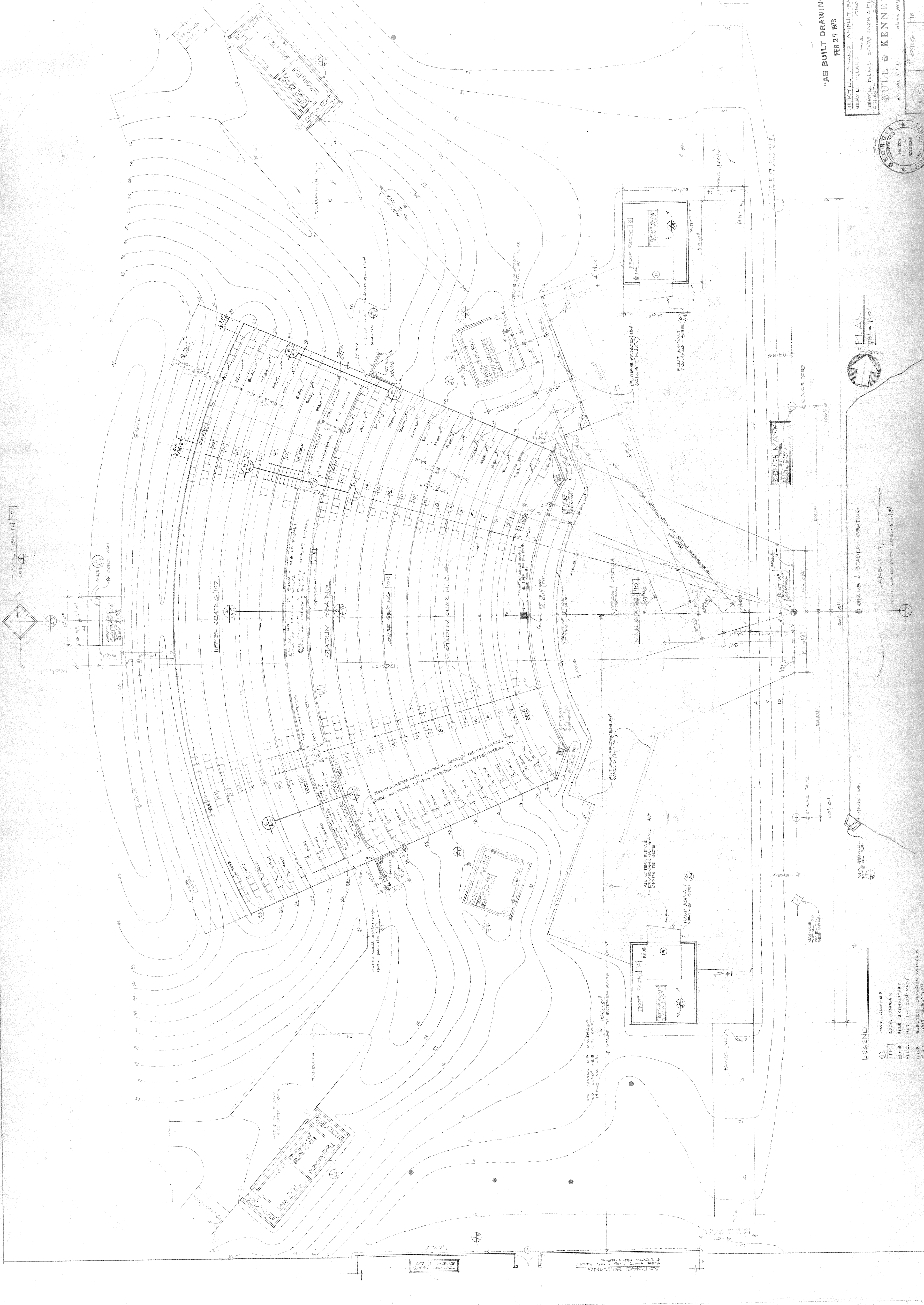
## Elevation









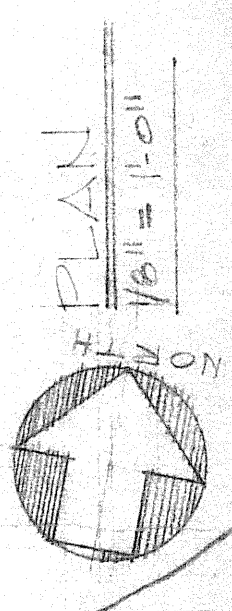


"AS BUILT DRAWING"  
FEB 27 1973

JEKYLL ISLAND AMPHITHEATRE  
JEKYLL ISLAND STATE PARK AUTHORITY  
ATLANTA, GEORGIA  
BULL & KENNEY  
ARCHITECTS, A.T.A.  
ATLANTA, GEORGIA

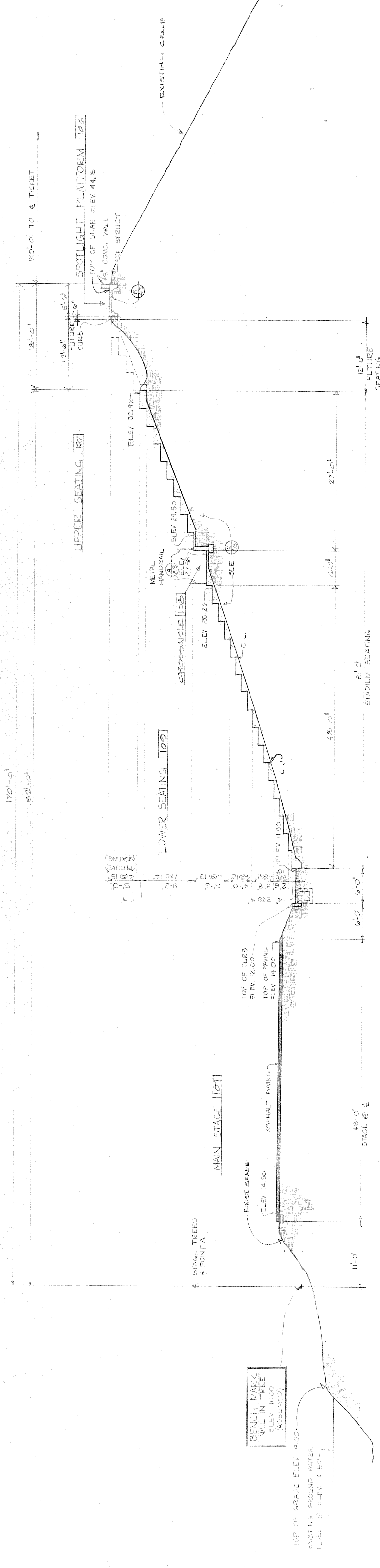
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PROFESSIONAL  
STAMP  
STATE OF GEORGIA

DATE: 2/27/73  
BY: B.K.

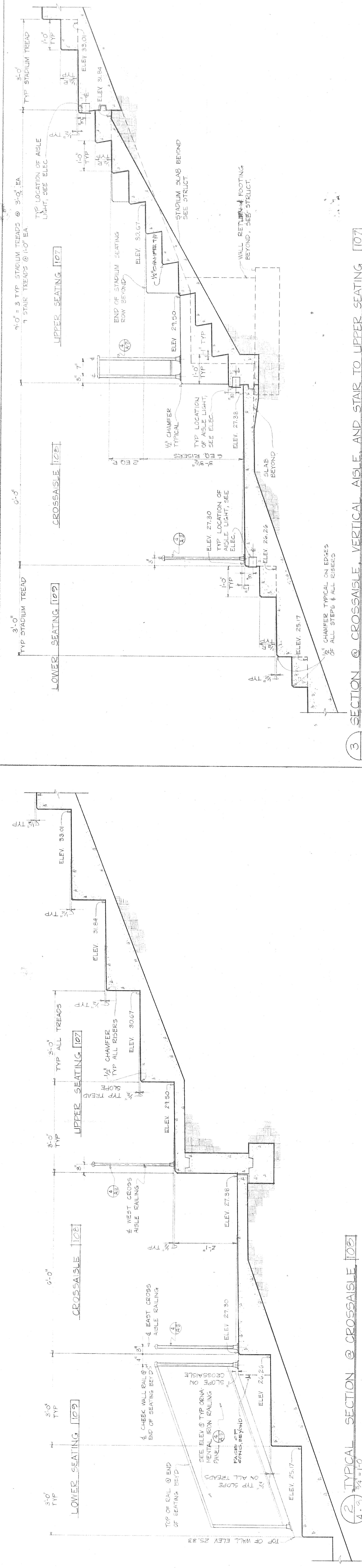


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- DOOR NUMBER
  - ROOM NUMBER
  - FIRE EXTINGUISHER
  - N.I.C. NOT IN CONTACT
  - S.O.P. SEATED SEATING POINT
  - D.T.C. DITTO

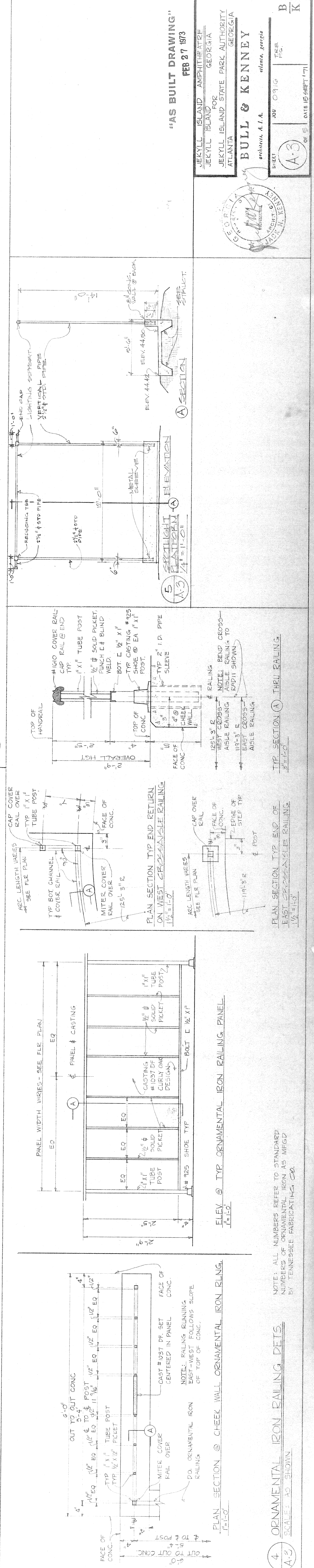




1 SECTION A-A OF STAGE AND STADIUM SEATING (LOOKING SOUTH)  
A-3 1/8" = 1'-0"



3 SECTION B-B CROSSAISLE, VERTICAL AISLE AND STAIR TO UPPER SEATING 107  
A-3 3/4" = 1'-0"



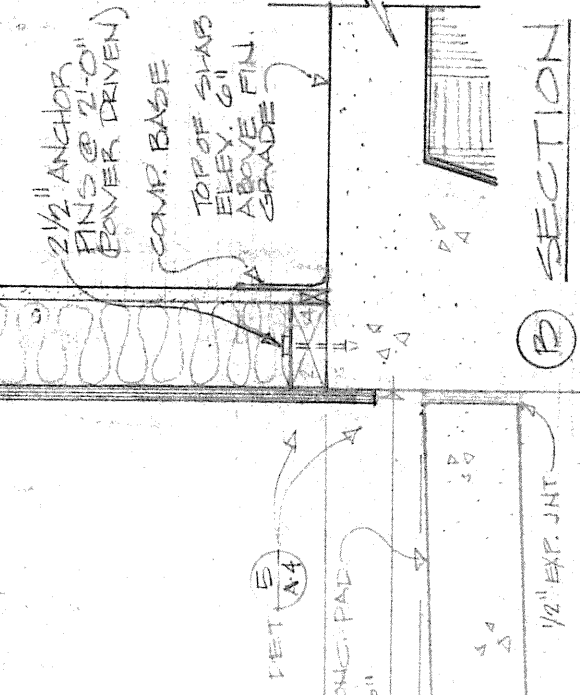
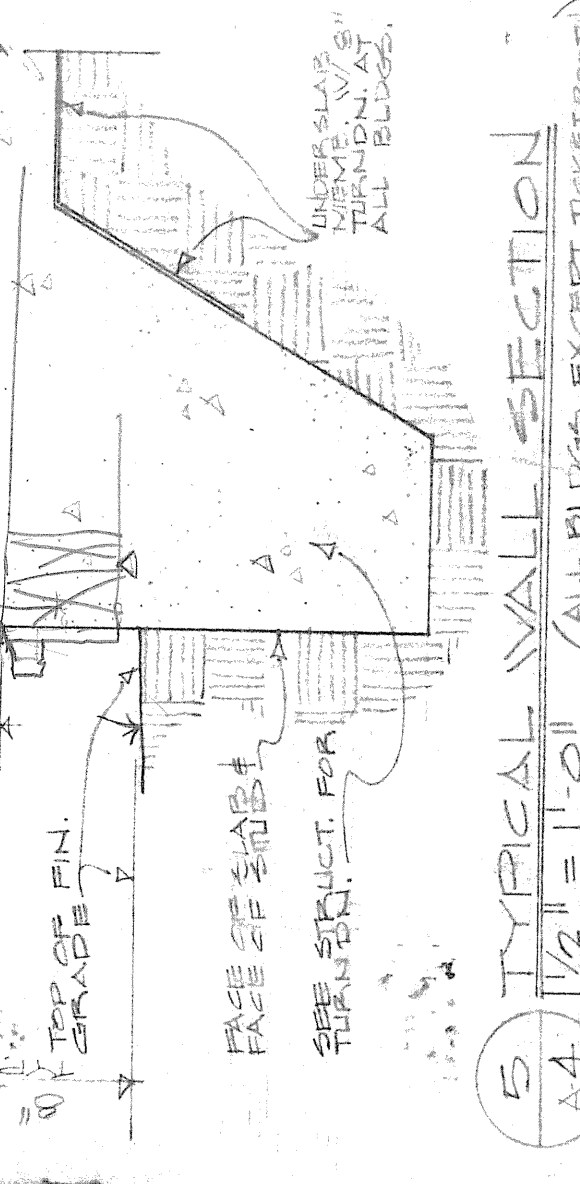
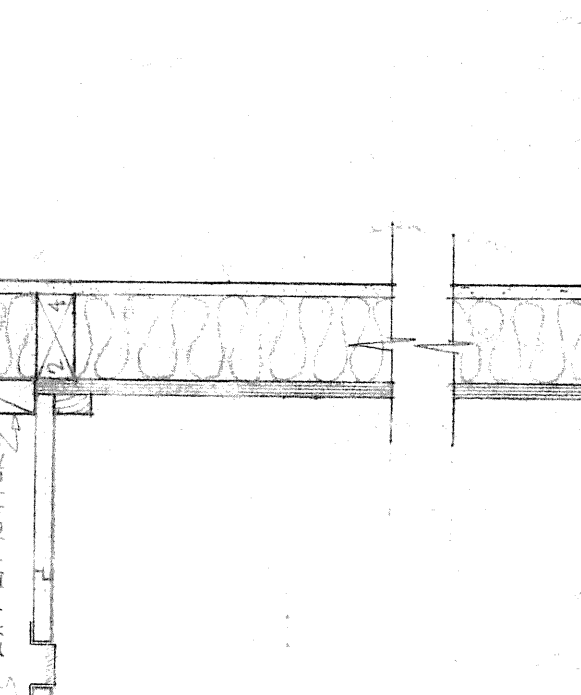
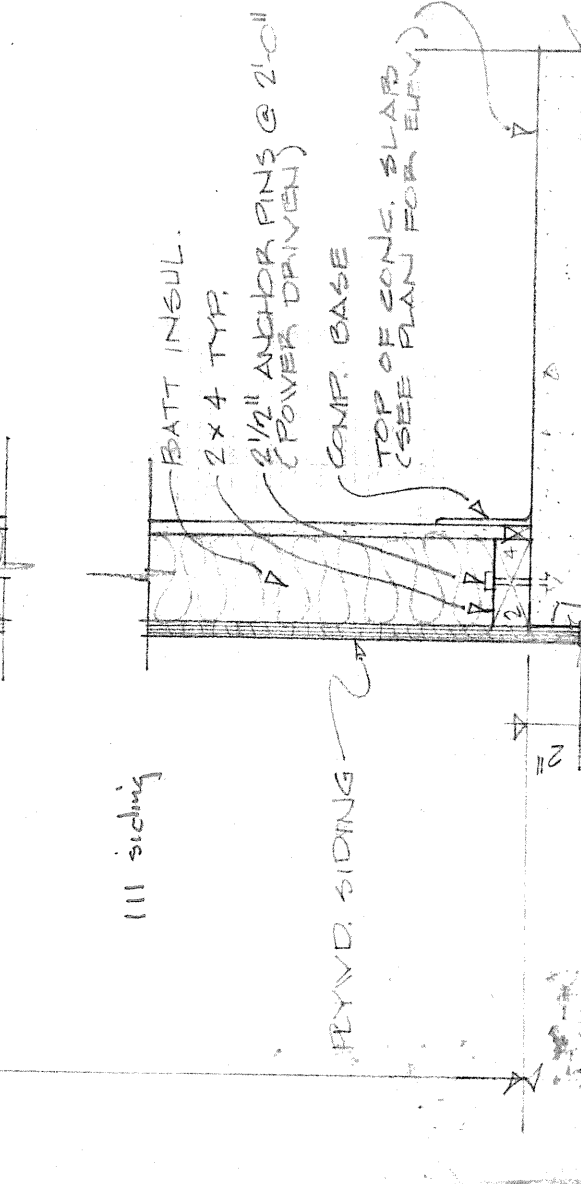
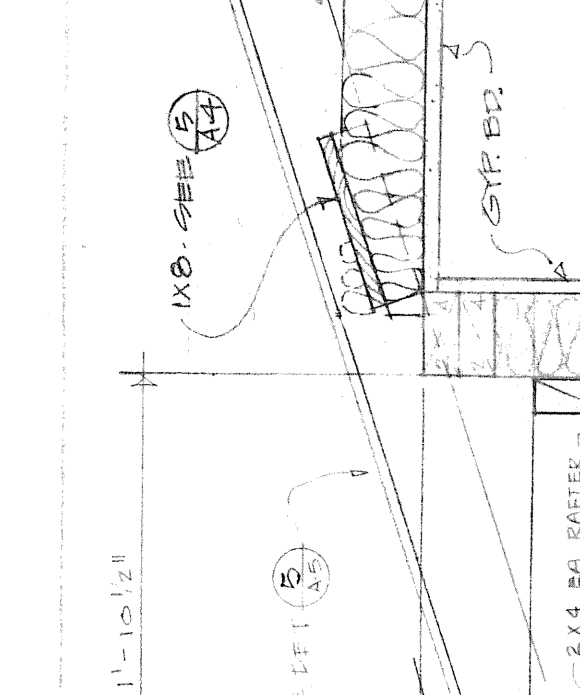
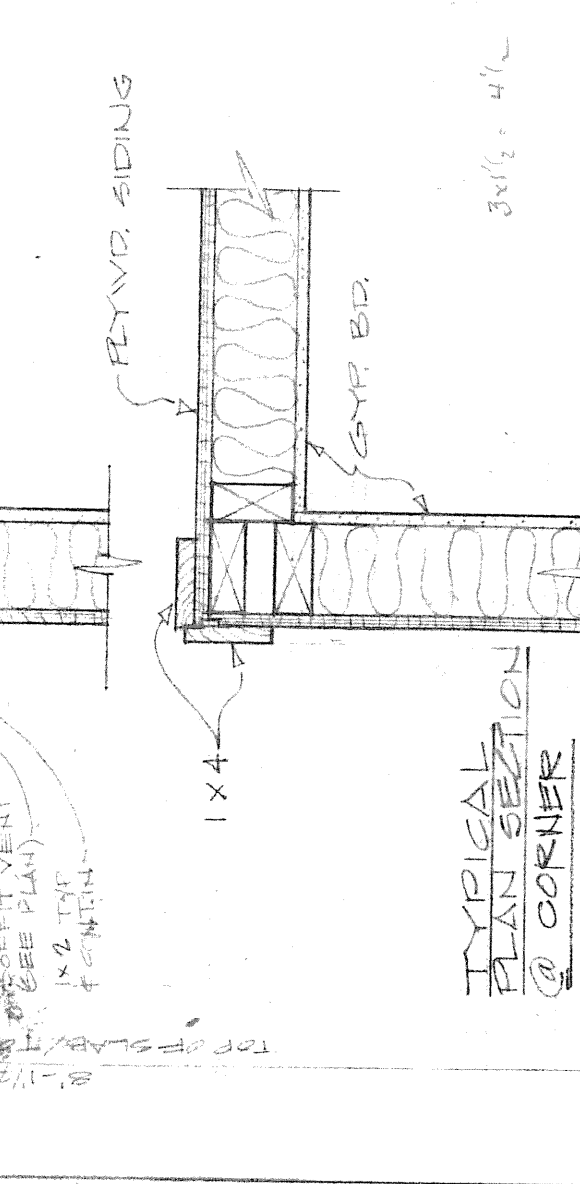
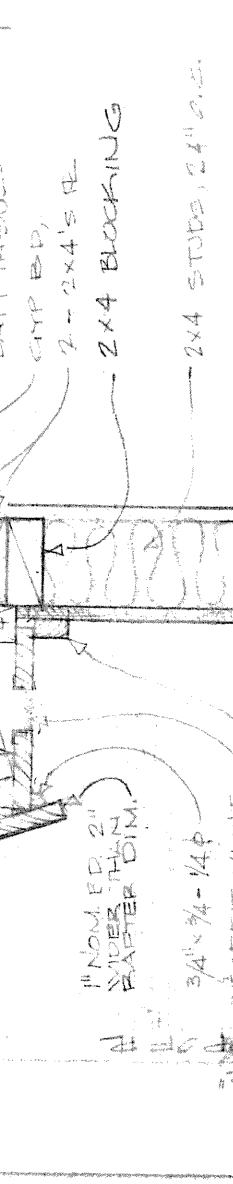
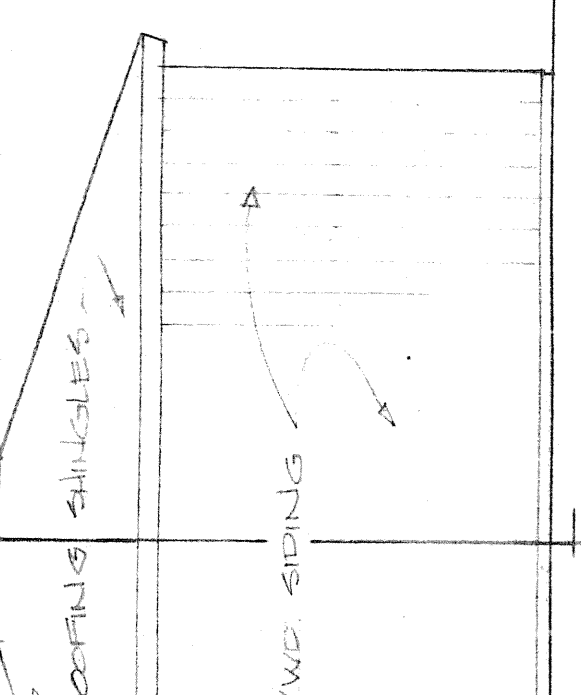
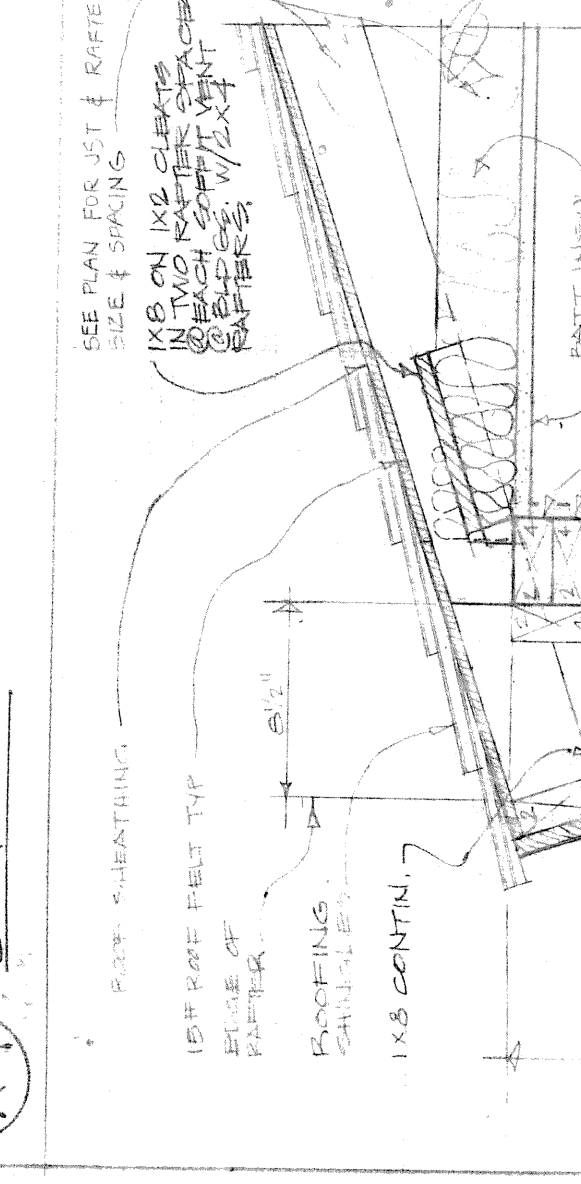
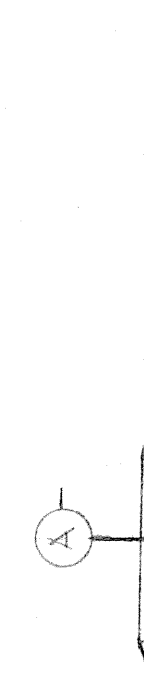
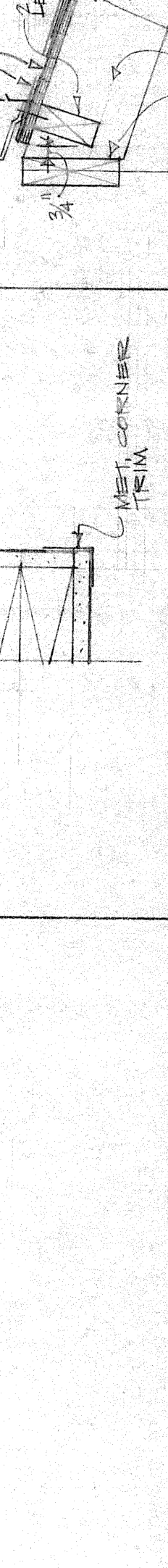
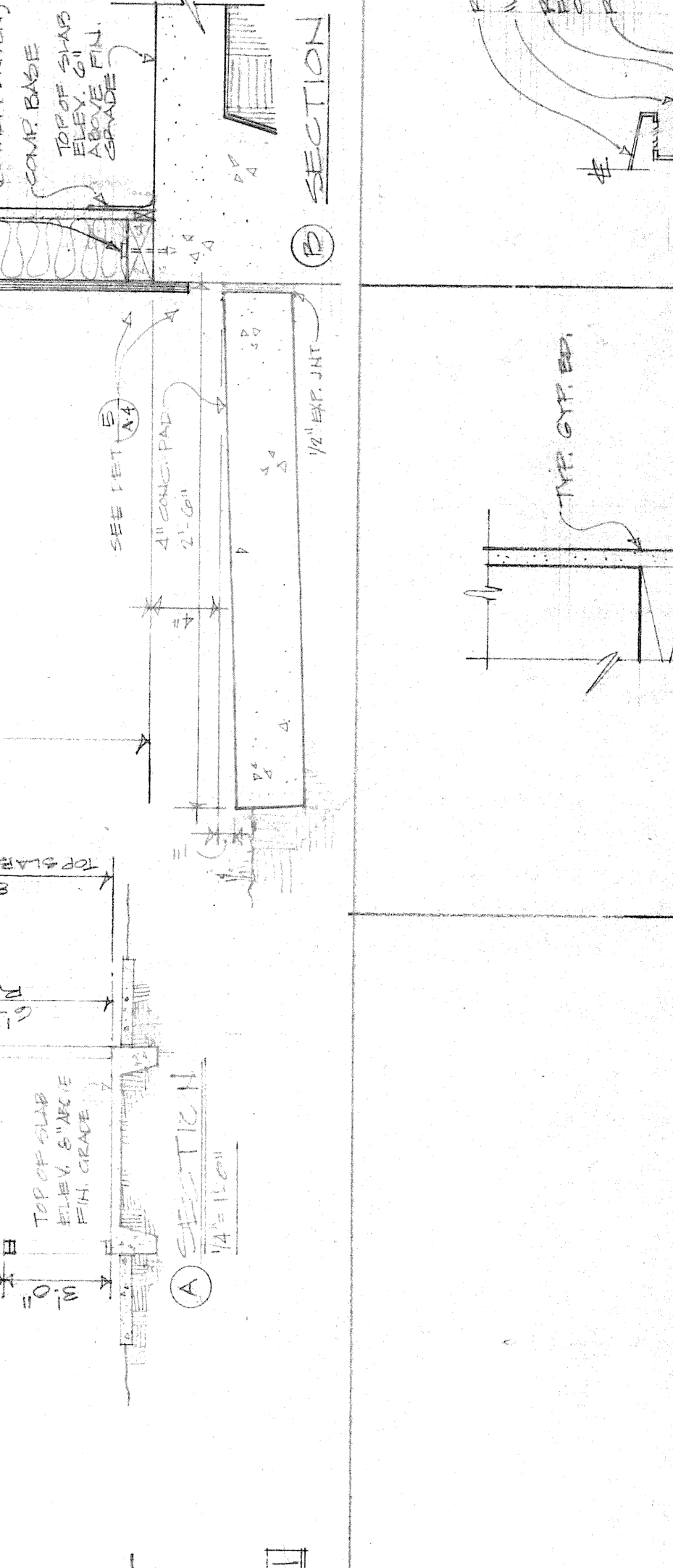
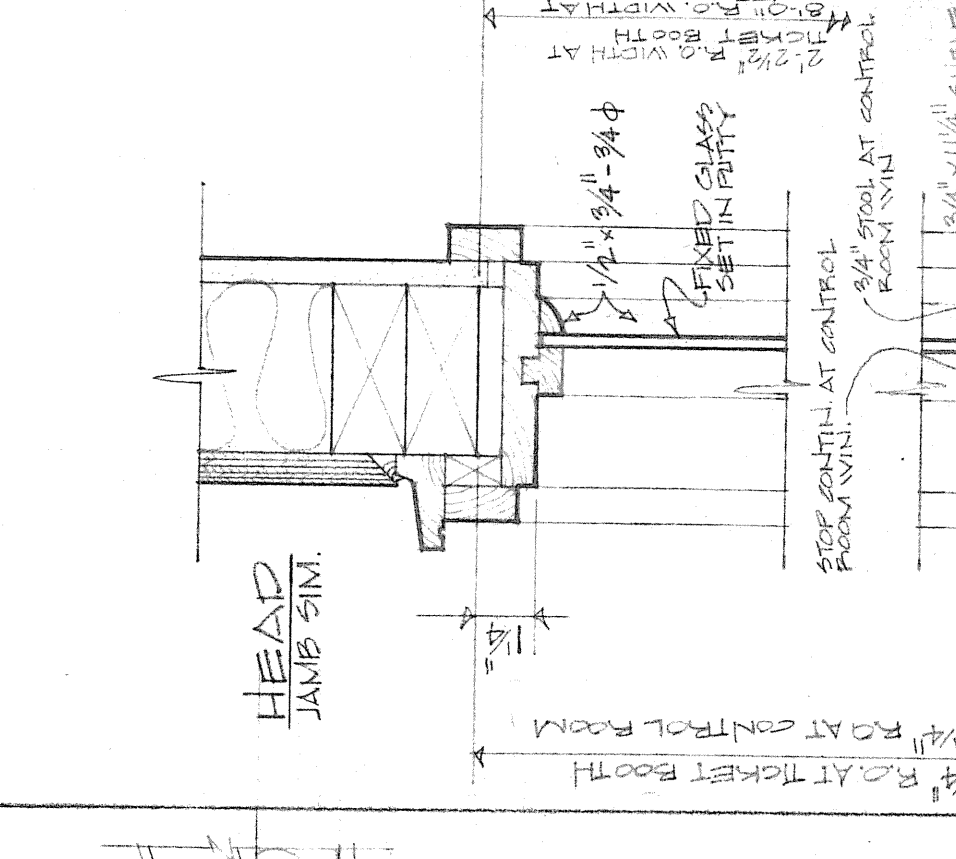
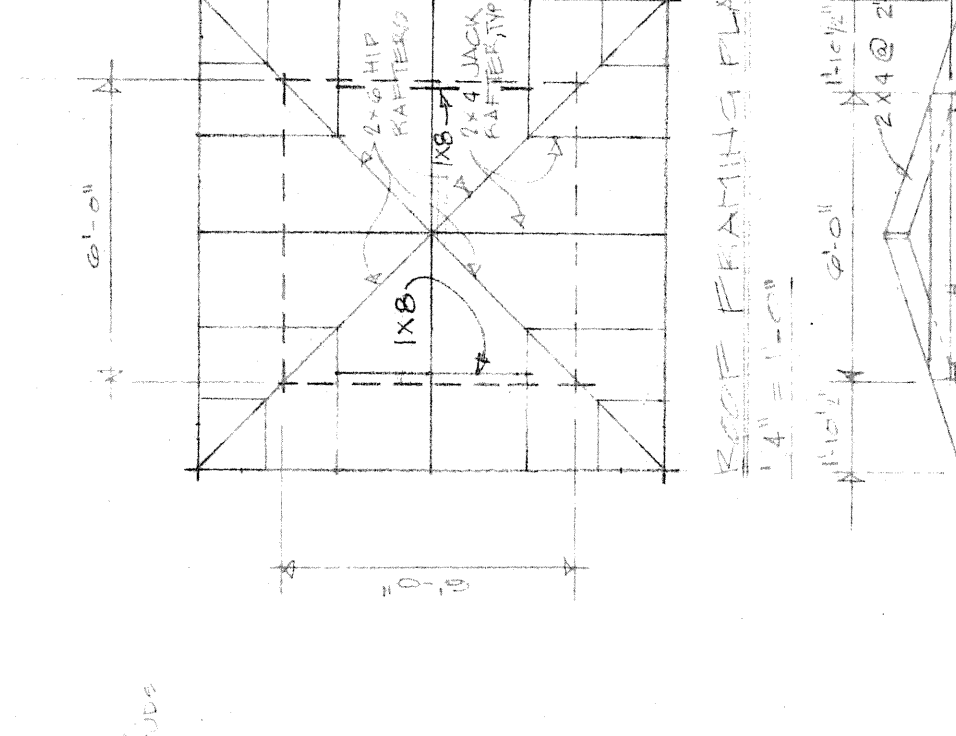
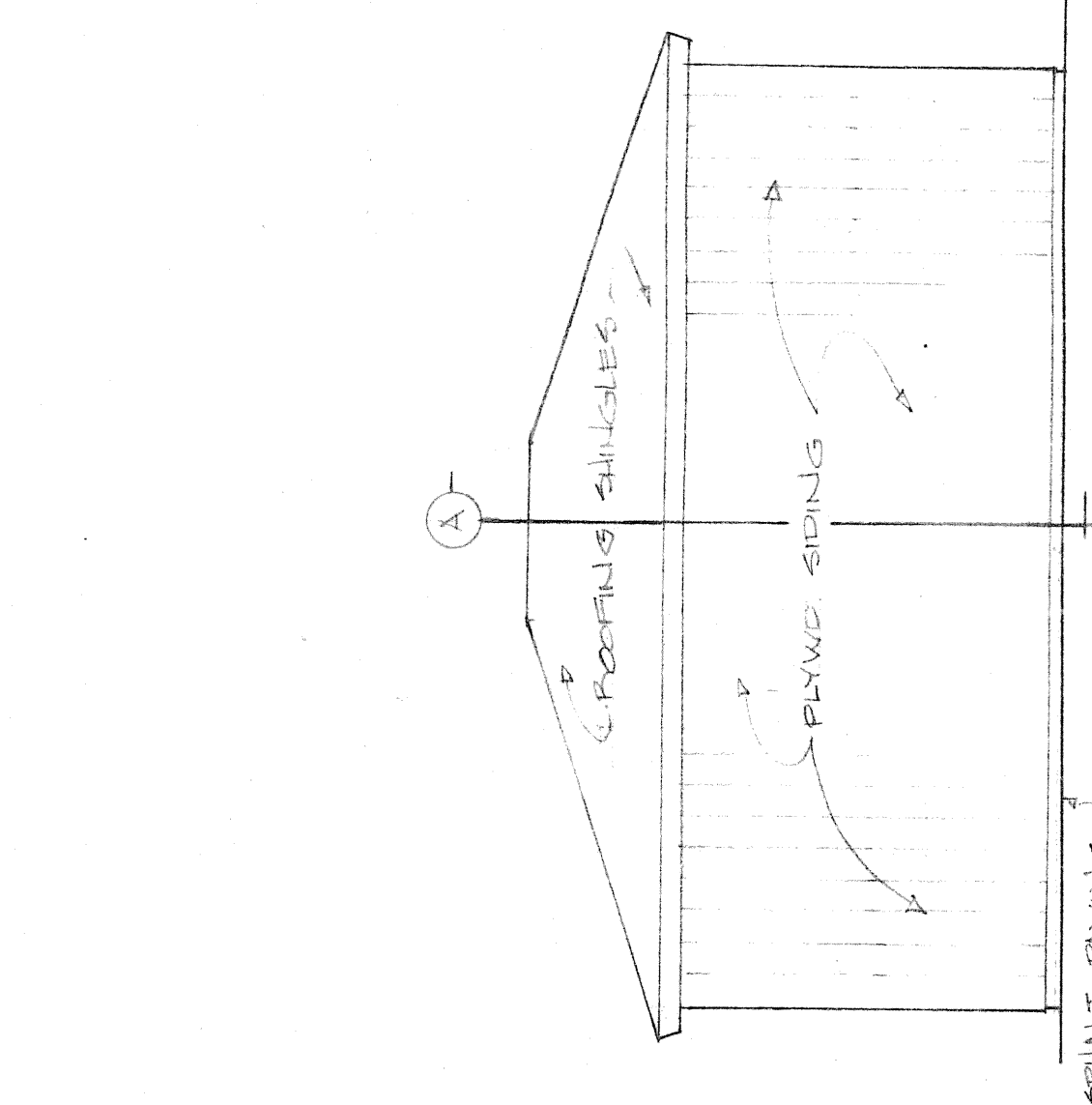
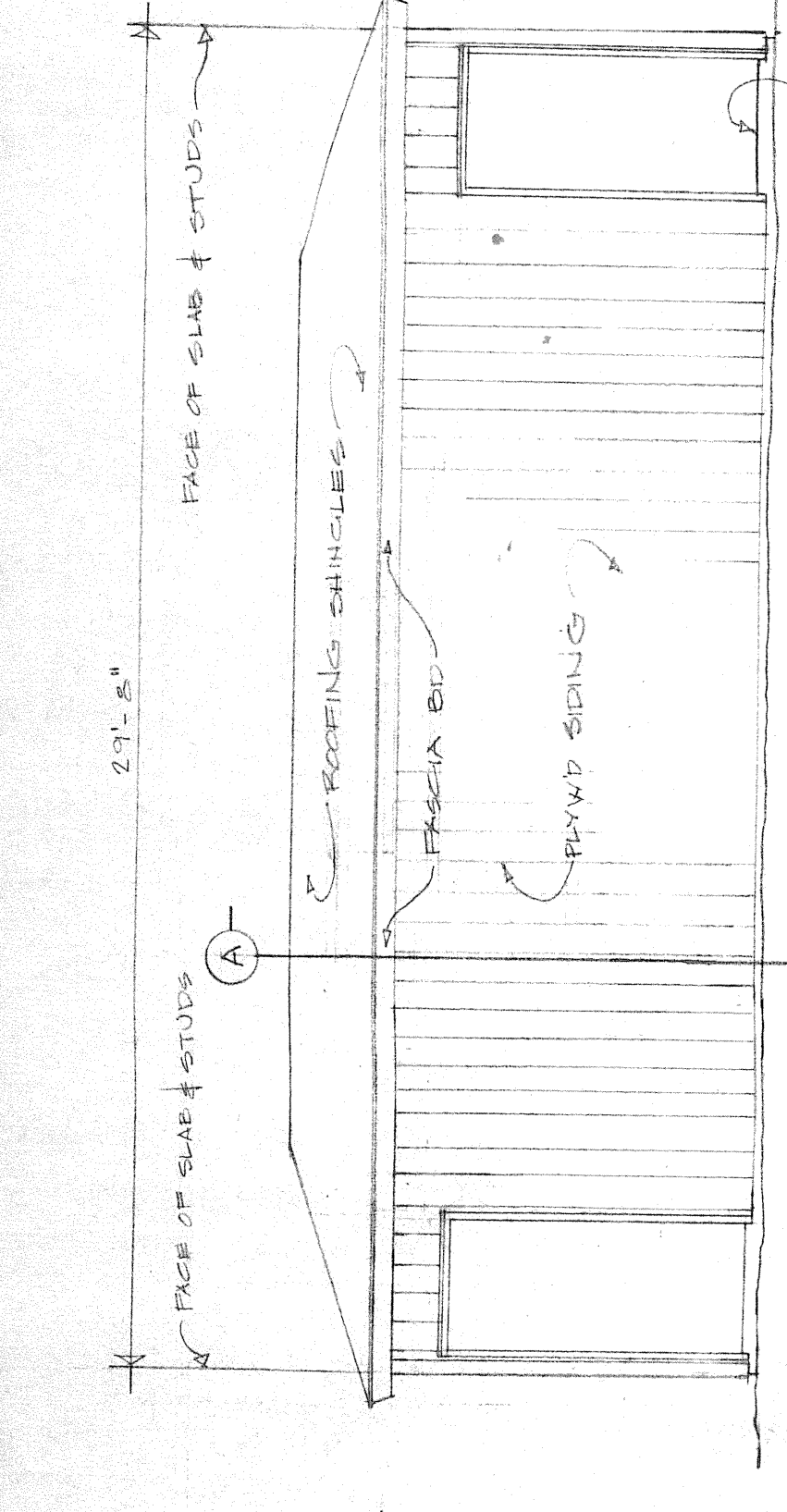
4 ORNAMENTAL IRON RAILING DETAILS  
A-3 SCALE AS SHOWN

NOTE: ALL NUMBERS REFER TO STANDARD NUMBERS OF ORNAMENTAL IRON AS MFGD BY TENNESSEE FABRICATING CO.

"AS BUILT DRAWING"  
FEB 27 1973

JEKYLL ISLAND AMPHITHEATRE  
JEKYLL ISLAND, GEORGIA  
ATLANTA, GEORGIA  
BULL & KENNEY  
ARCHITECTS, A.T.A.  
FEB 27 1973  
A-3  
B K





GENERAL PLANNING NOTES

1. ALL TOLERANT FIXTURES 1.5" O.C. EXCEPT STAYERS & UP RAILS NOTED ABOVE AS INDICATED.
2. INSTALL BRACING IN STAY WALLS TO SUPPORT ALL WALL SHED EQUIPMENT.
3. CONSTRUCT LEVEL TIE WOOD CURBS TO SURROUND AND SUPPORT ALL SHED EQUIPMENT OF 2' MIN. WOOD AHEAD OF CURB, ON HIGH SIDE SLOPE. PROVIDE WOOD GALT AHEAD OF CURB.

"AS BUILT DRAWING"  
FEB 27 1973

JEKYLL ISLAND AMPHITHEATRE  
JEKYLL ISLAND GEORGIA

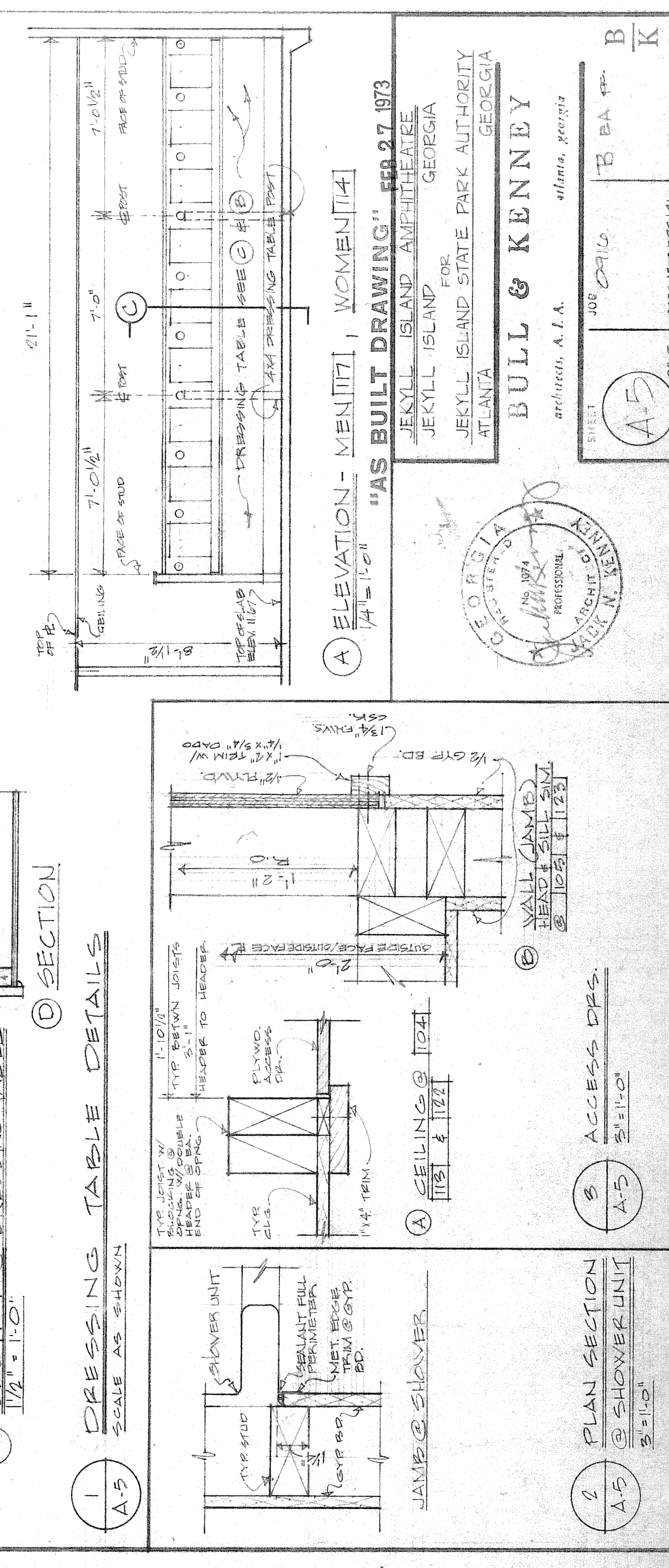
FOR  
JEKYLL ISLAND STATE PARK AUTHORITY  
ATLANTA  
GEORGIA

**BULL & KENNEY**  
architects, A. I. A.  
atlanta, georgia

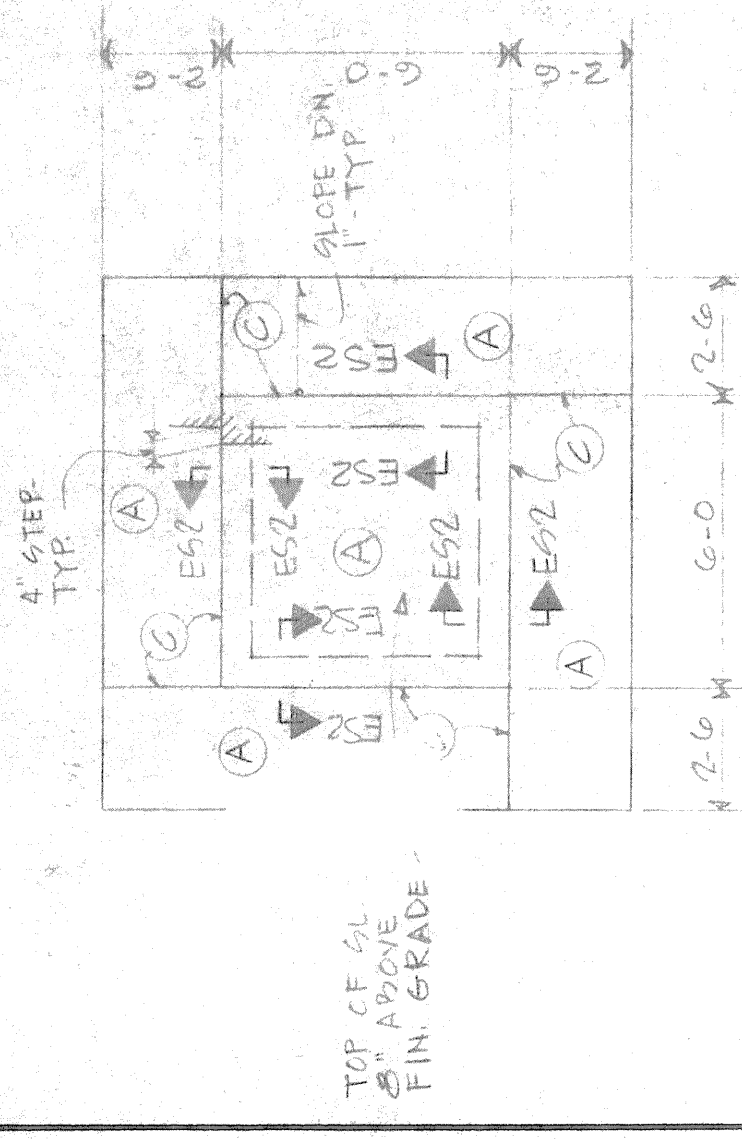
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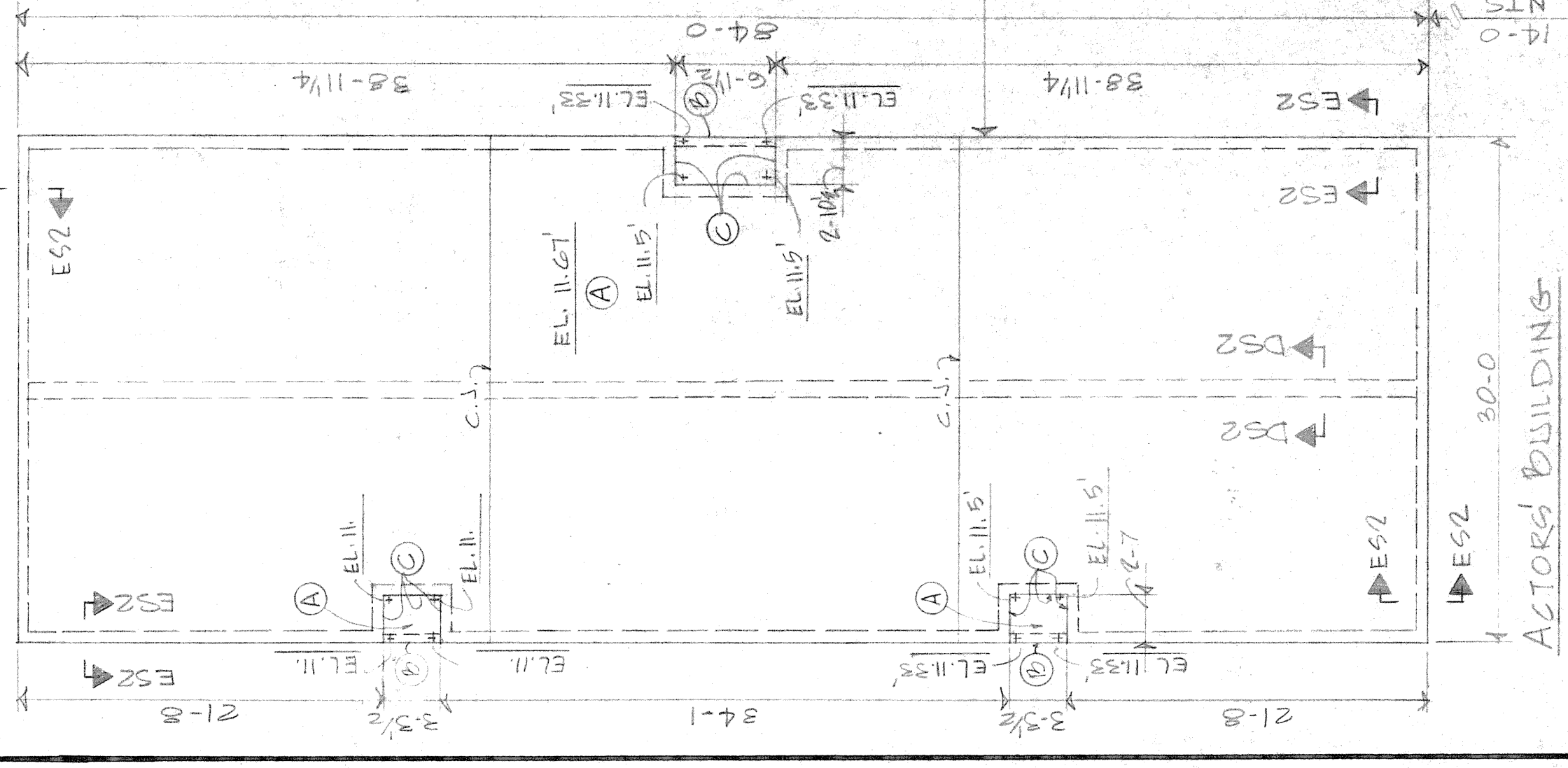
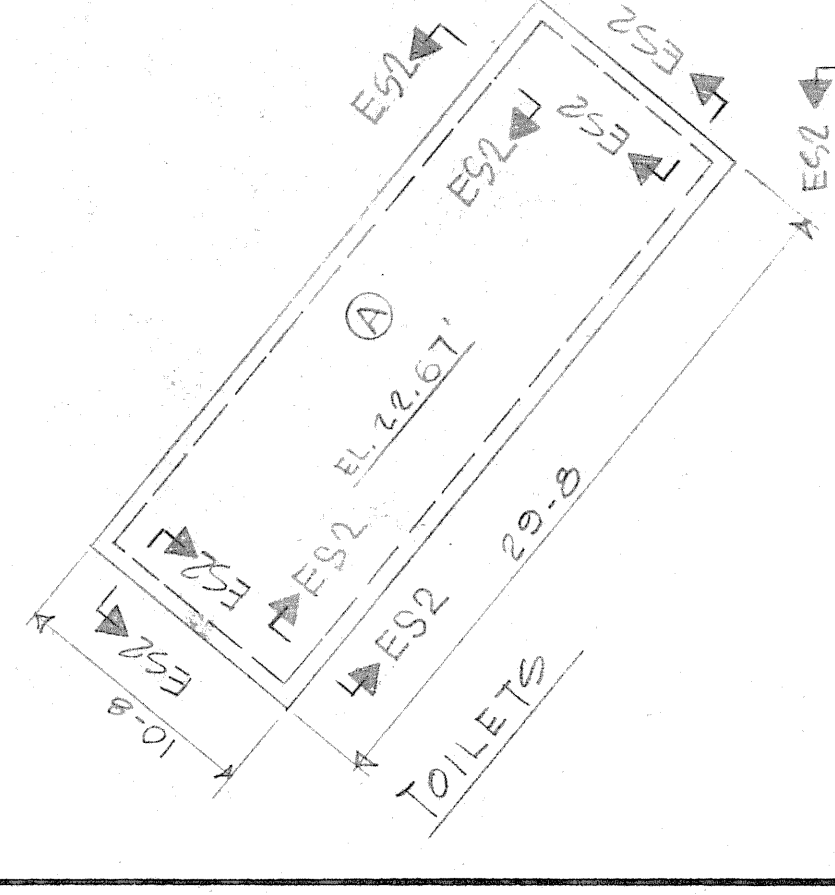




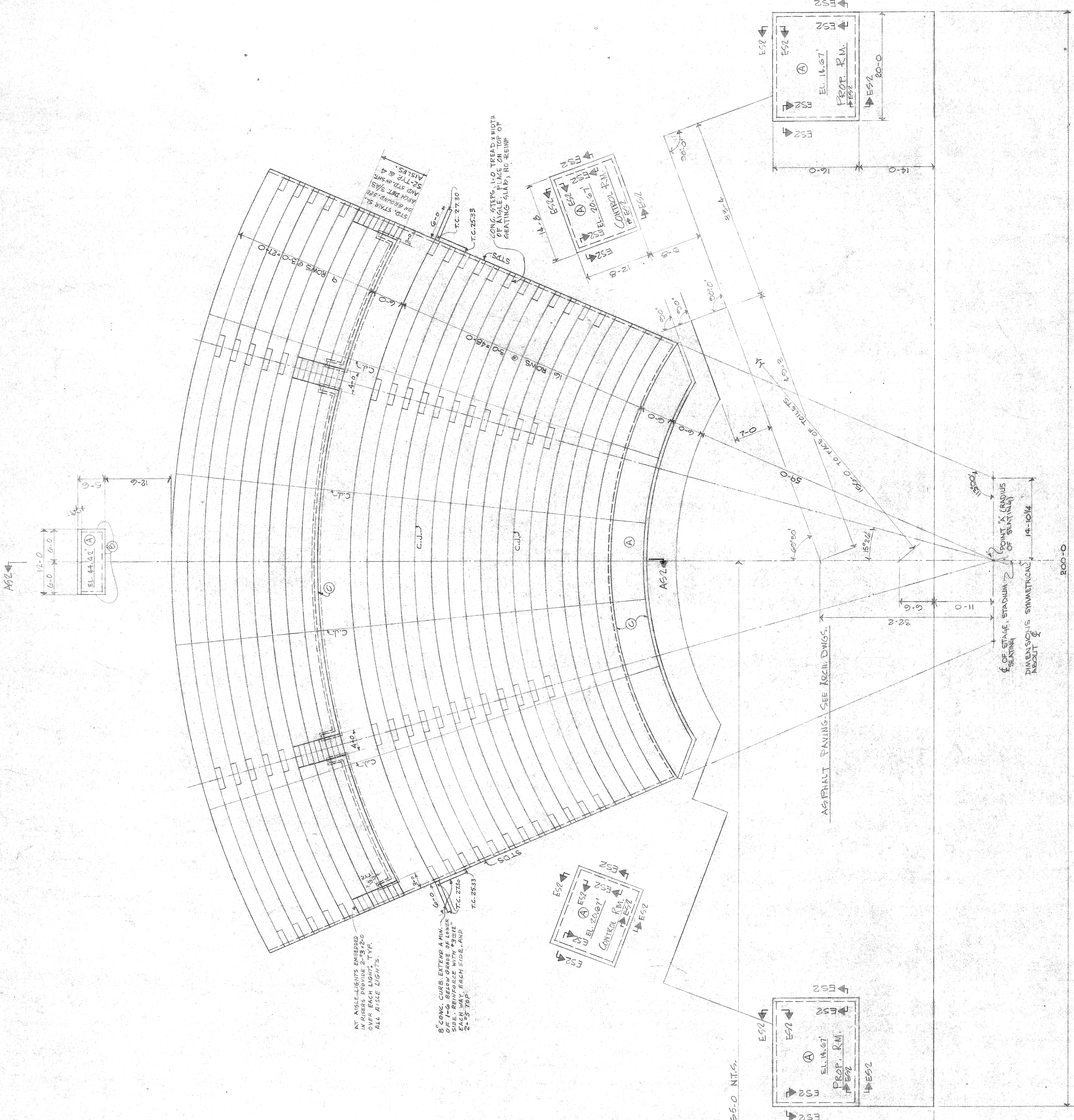




FLOOR & FOUNDATION PLAN - TICKET BOOTH  
SEE ARCH SWING FOR LOCATION

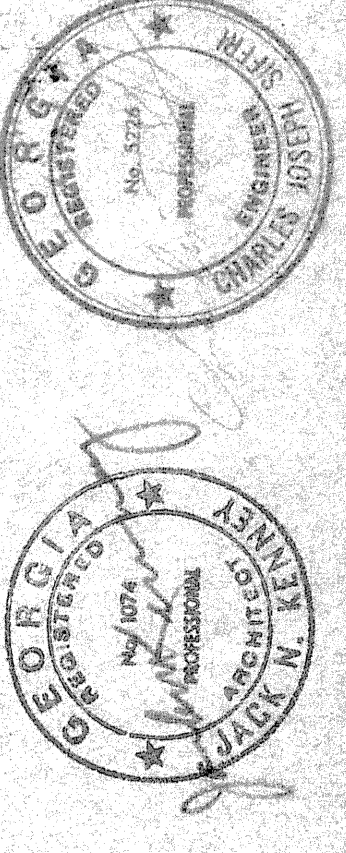


NOTES, THIS SHEET:  
 (A) 4" CONC. SLAB W/ 6x6 @ 10 W.M., 1" BELOW TOP  
 (B) STANDARD TURNED DOWN GLAD  
 (C) 1/2" PRE-MOLDED EXPANSION JOINT  
 SEE ARCH DWGS. FOR SLOAS REQUIRING SLOAS TO DRAIN.



STADIUM SEATING PLAN  
FOUNDATION PLAN

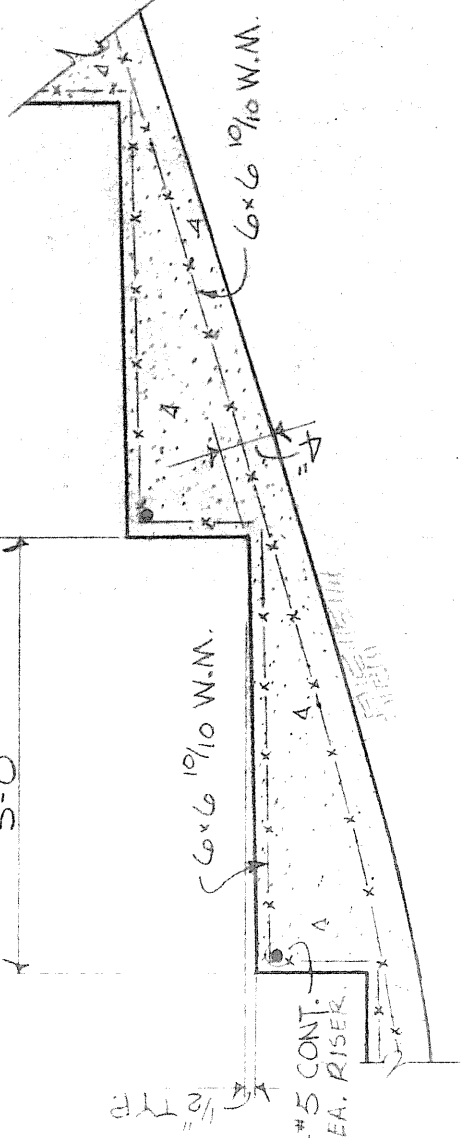
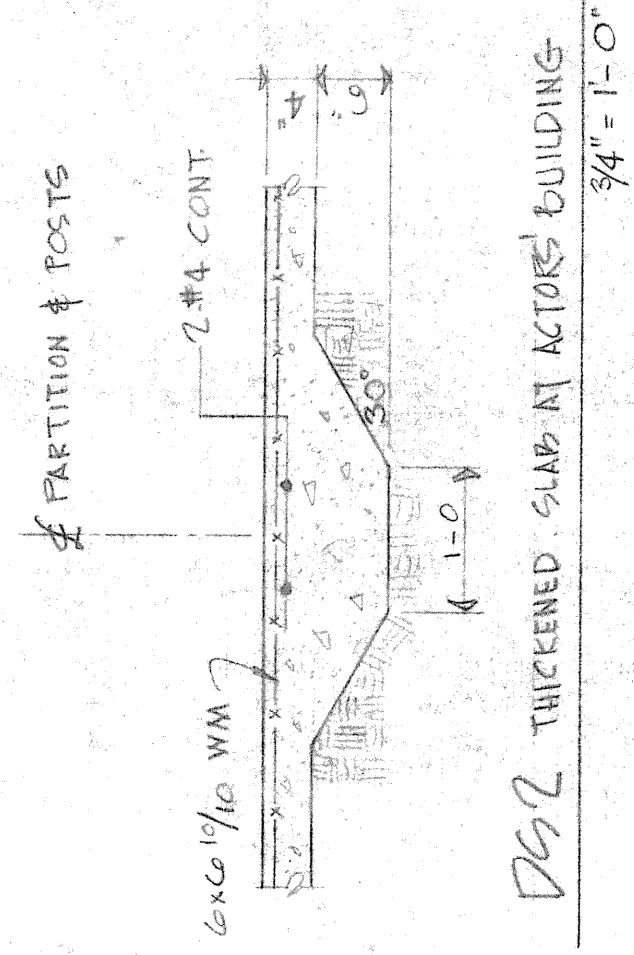
"AS BUILT DRAWING"  
FEB 27 1973



STADIUM SEATING PLAN  
FOUNDATION PLAN  
SEE ARCH DWGS. FOR SLOAS REQUIRING SLOAS TO DRAIN.

STADIUM SEATING PLAN  
FOUNDATION PLAN  
SEE ARCH DWGS. FOR SLOAS REQUIRING SLOAS TO DRAIN.

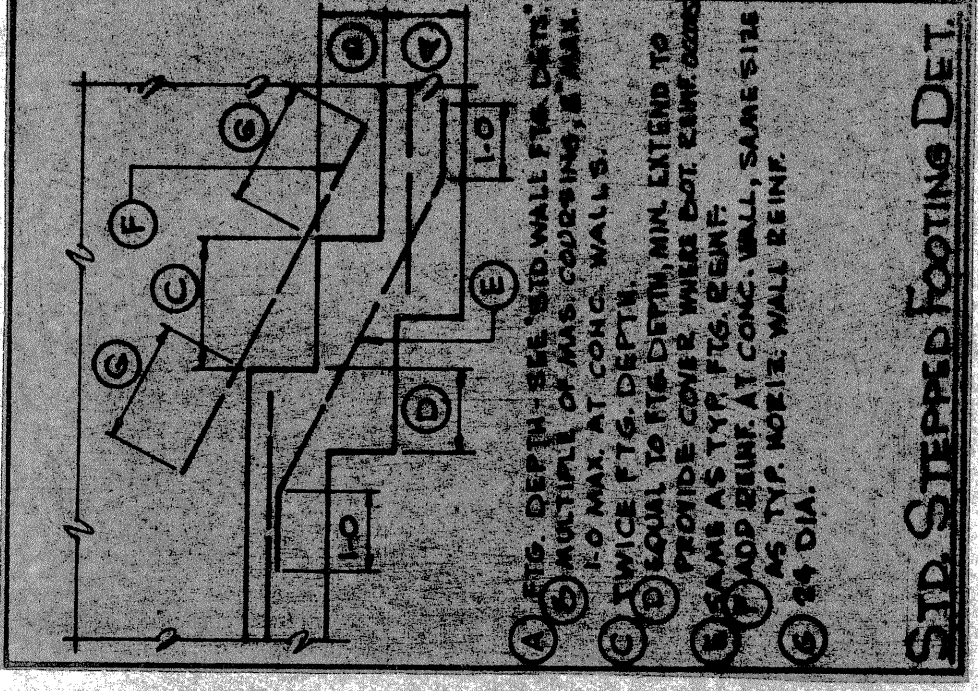
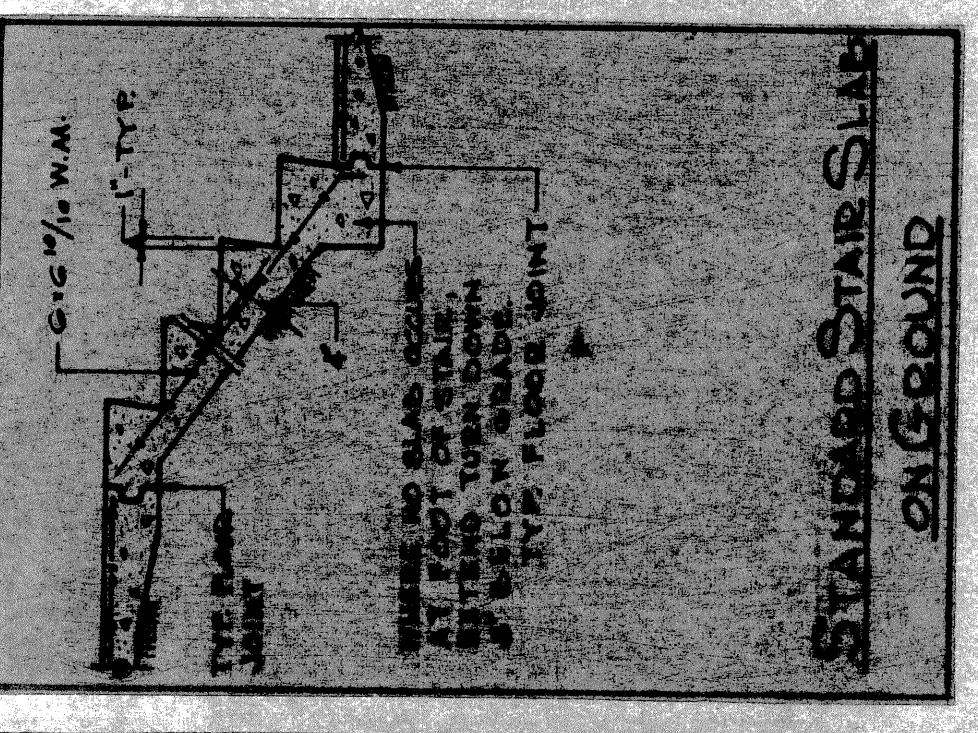
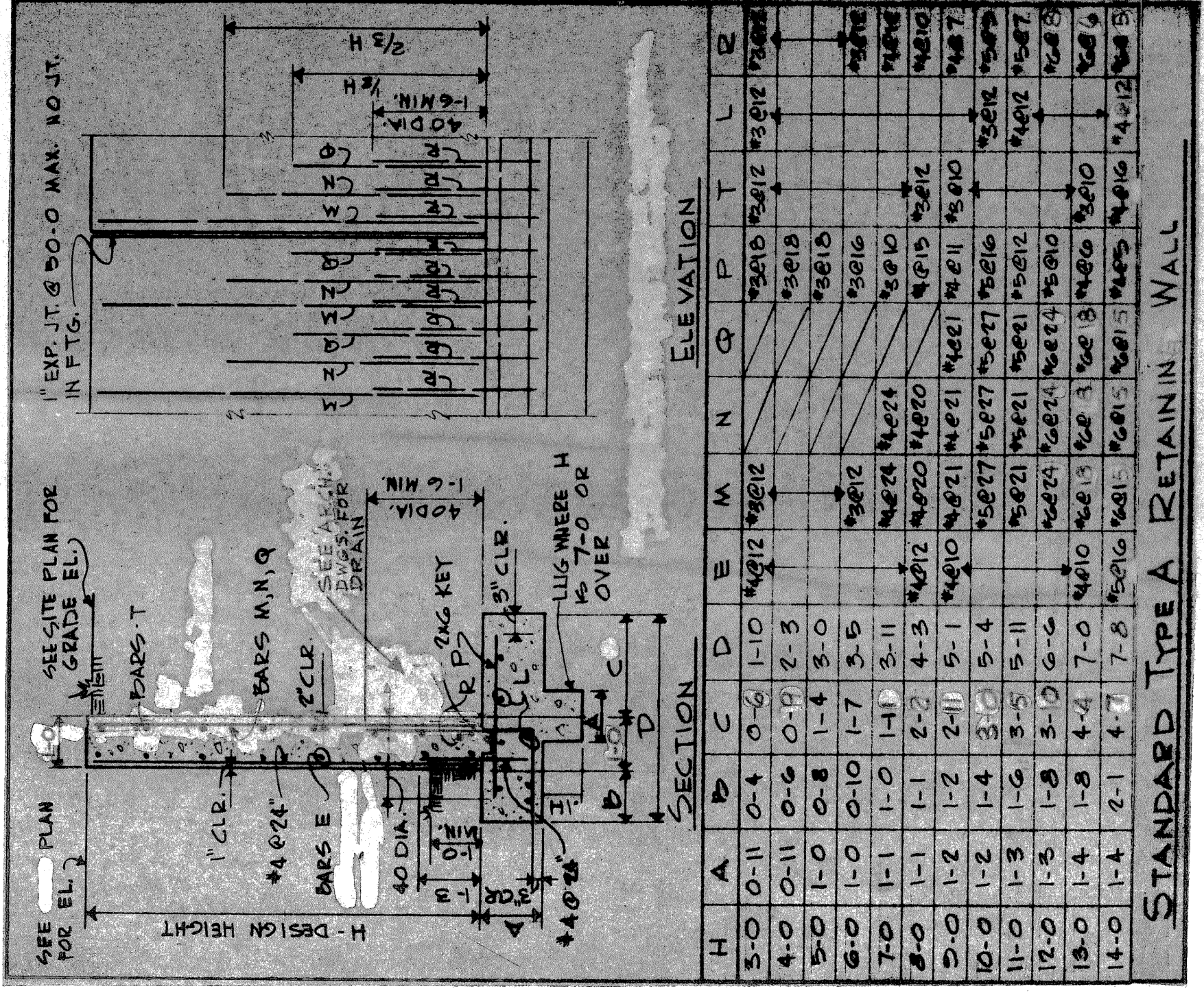



$$y_4'' = 1 - 0''$$

$$\frac{3}{4}'' = 1' - 0''$$

252

$$\frac{3\frac{1}{4}''}{1-0''}$$

C52

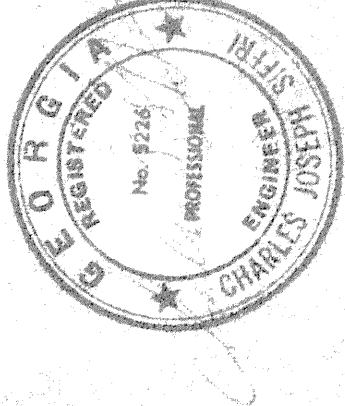


Backfill against walls shall be placed evenly against both sides, until the lower final grade is reached.

Unless otherwise indicated, all footings shall bear on original, undisturbed soil, AND/OR STRUCTURAL FILL.

REINFORCING STEEL - ASTM A615, GRADE 40

STRUCTURAL STEEL ———— ASTM A36



"AS BUILT DRAWING"

JEKYLL ISLAND AMPHITHEATRE  
JEKYLL ISLAND FOR GEORGIA  
JEKYLL ISLAND STATE PARK AUTHORITY  
ATLANTA GEORGIA

**BULL & KENNEY**

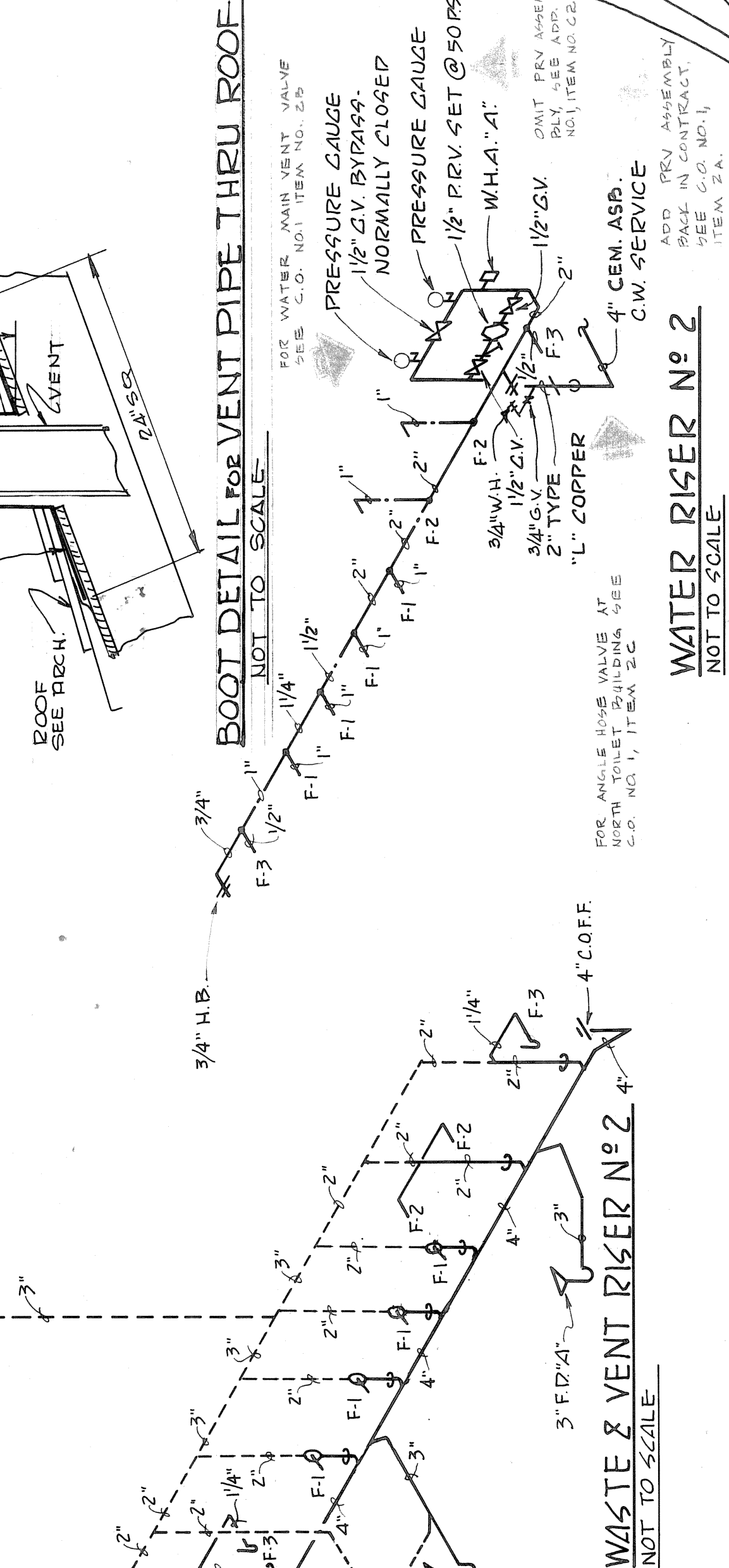
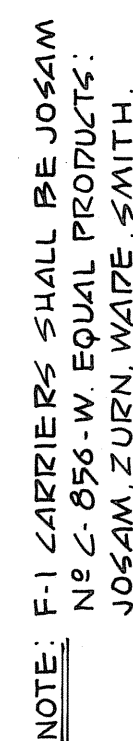
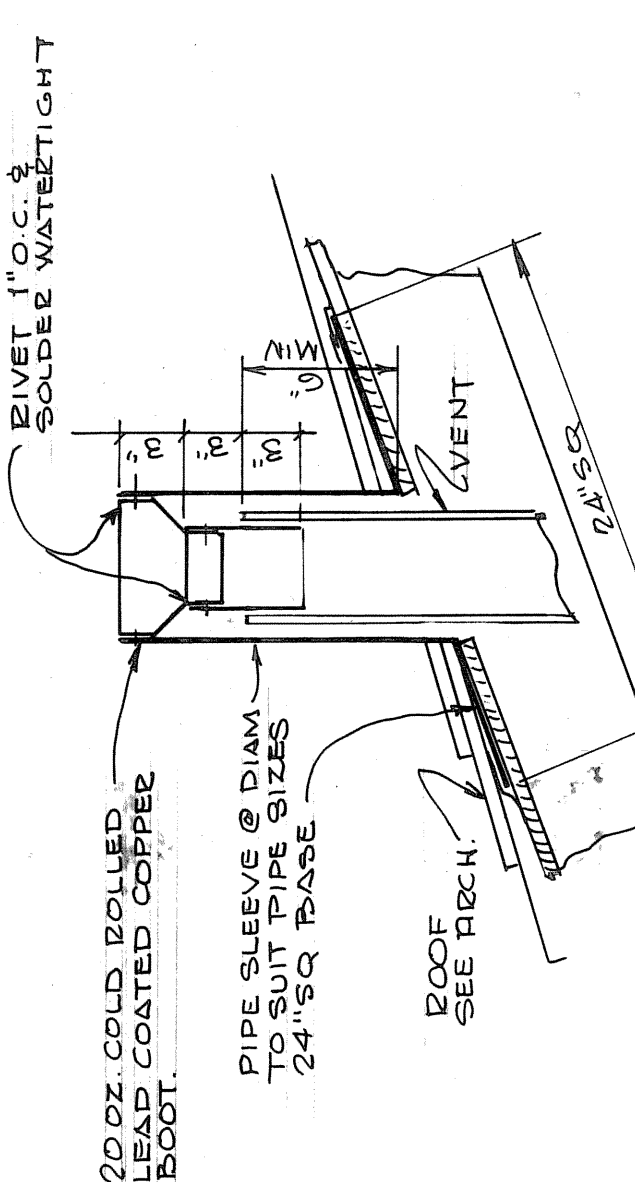
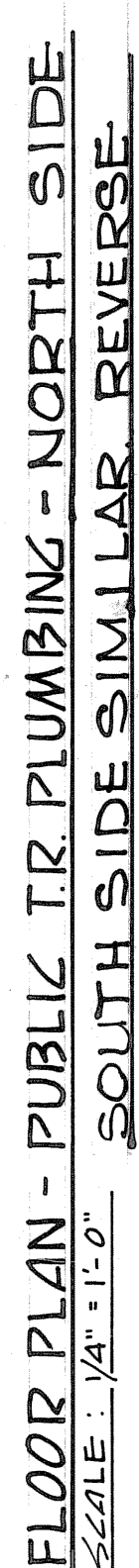
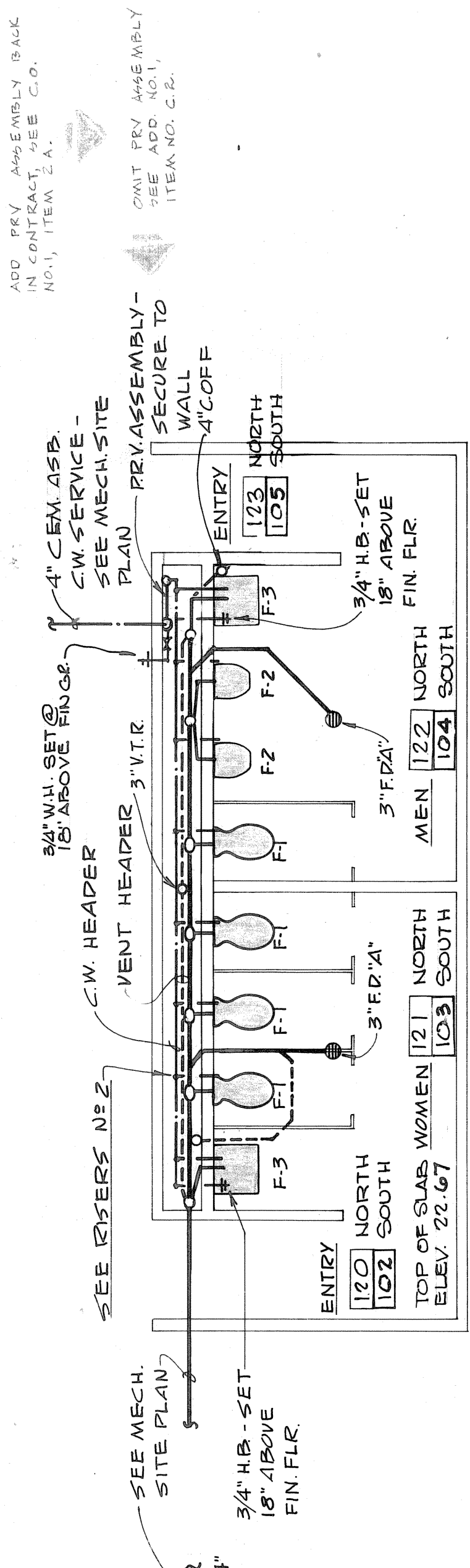
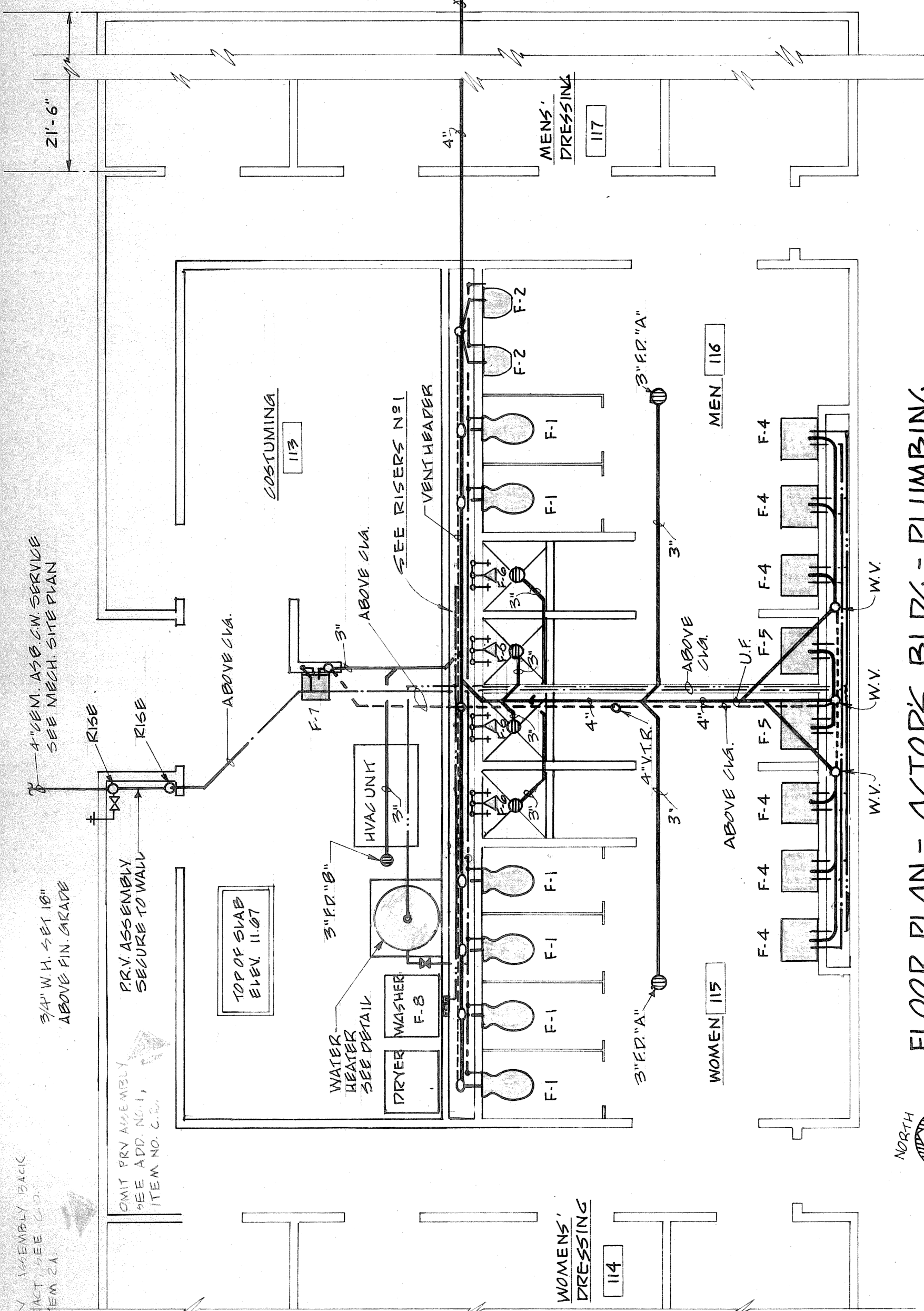
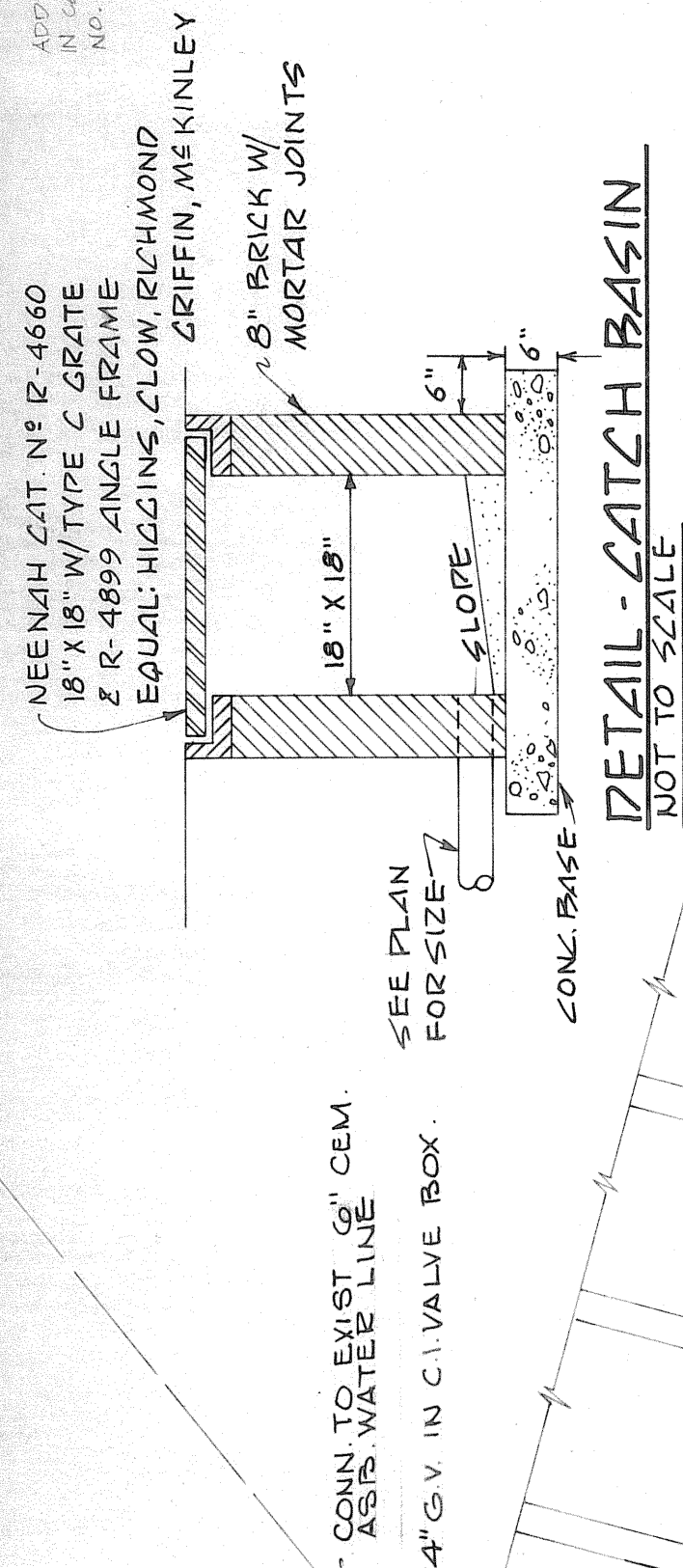
architects, A. I. A.  
atlanta, georgia

SIFTRI - KNOWLTON  
ENGINEERS  
SUITE 110  
2000 PEACHTREE RD. CT.  
CHAMBLEE, GEORGIA 30341

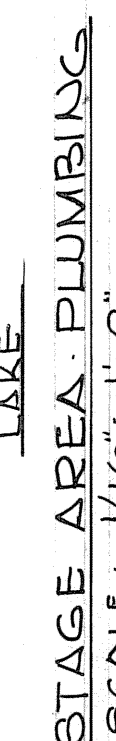
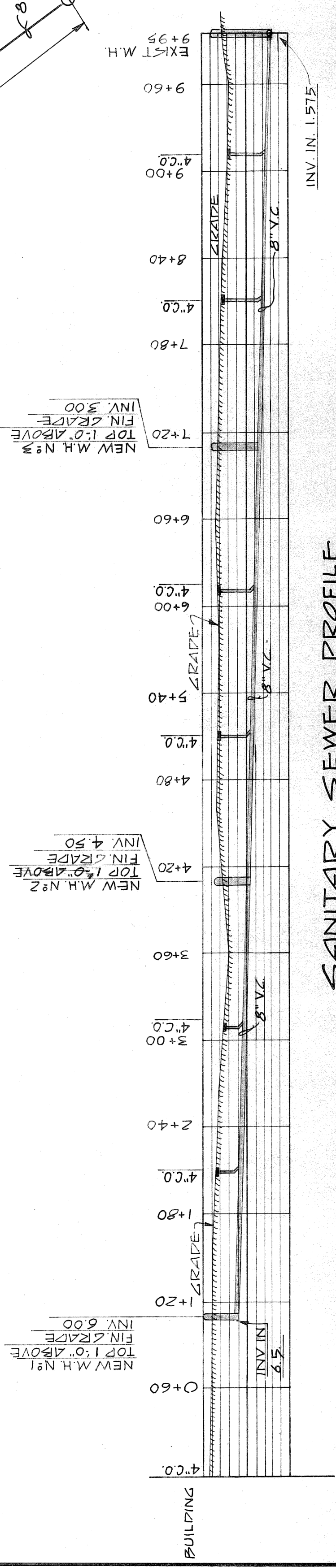
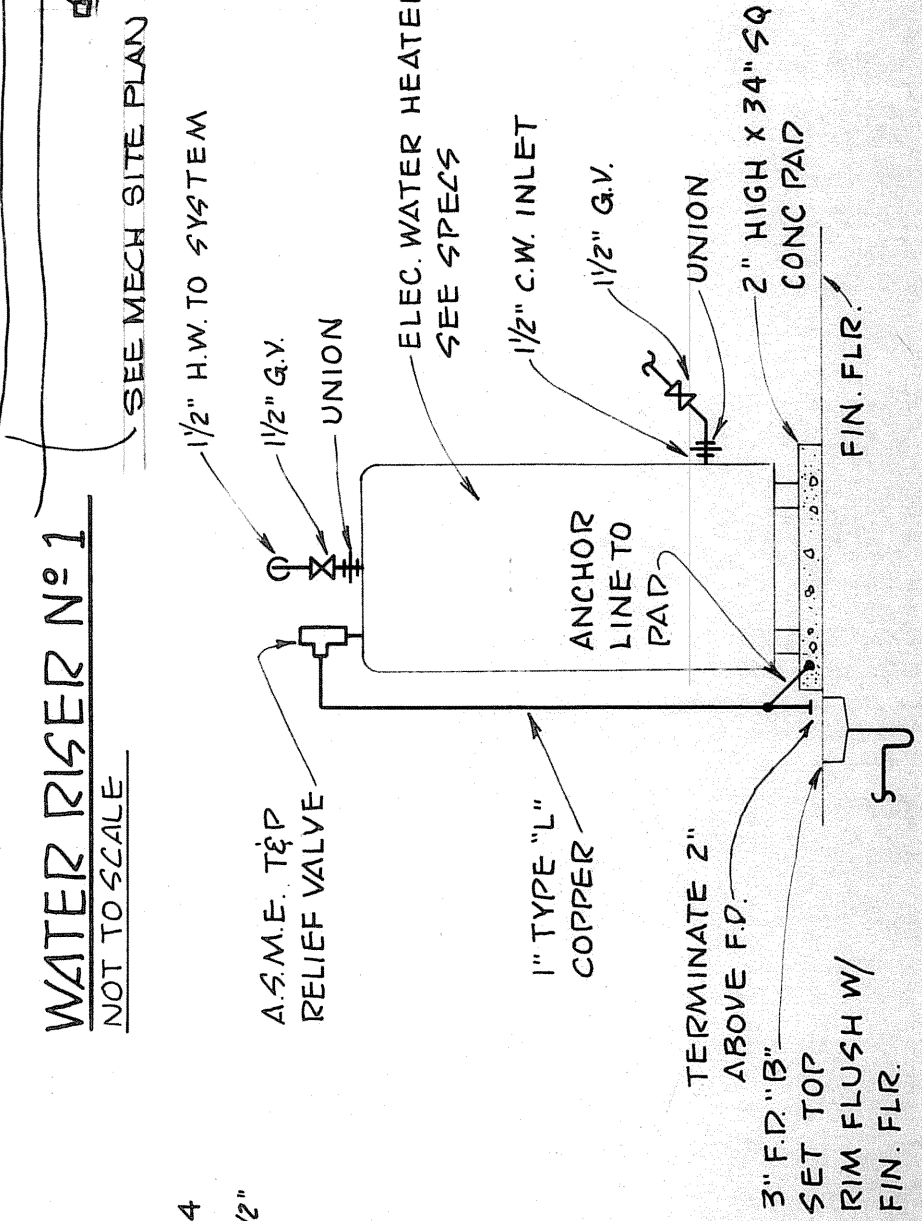
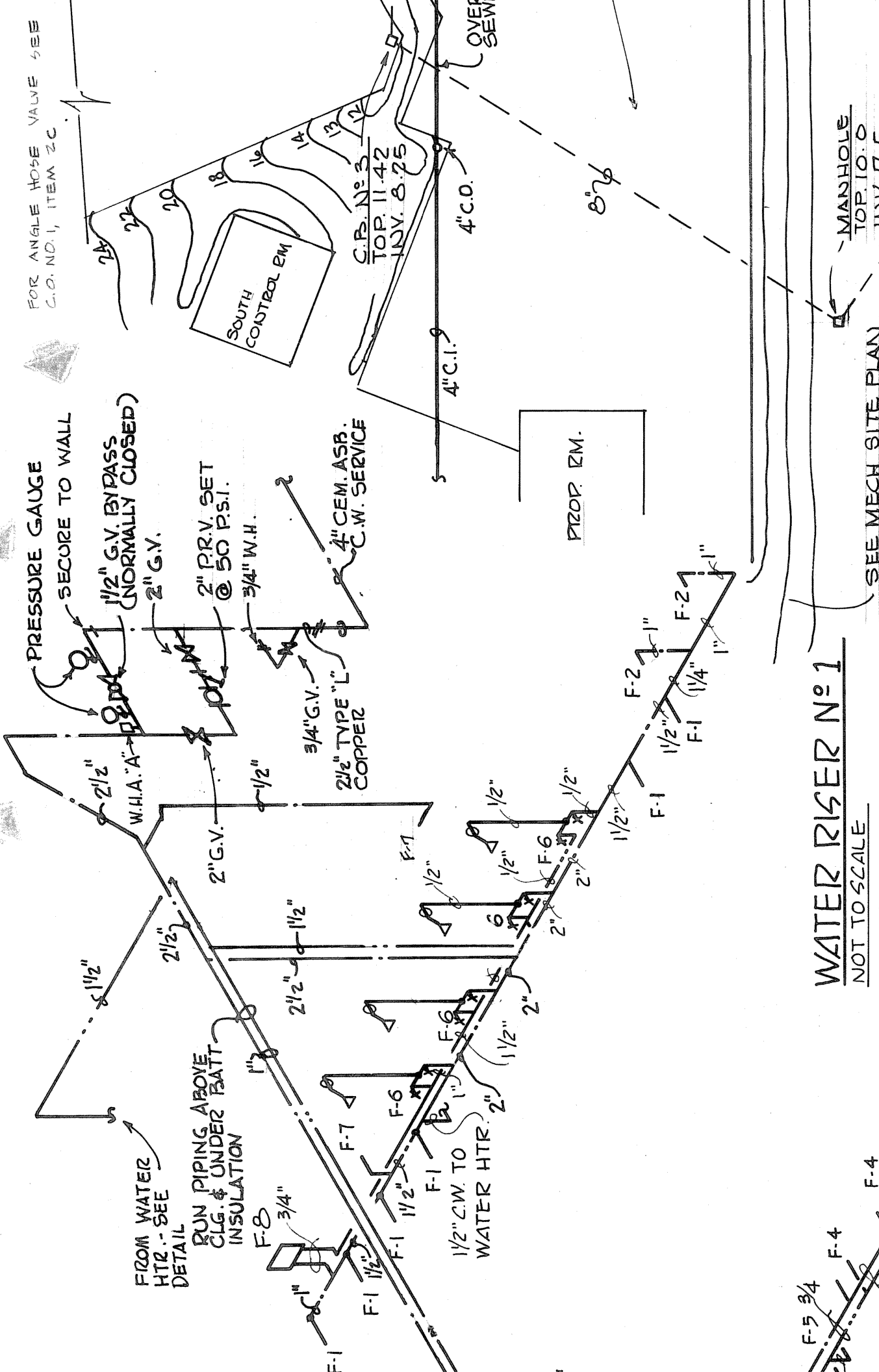
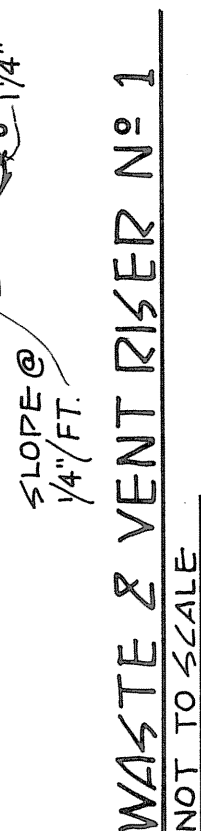
SHEET  
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 GJS  
 RLK  
 DATE 15 SEPT '71  
 OF 2  
 25

70012





LEGEND & ABBREVIATIONS	
SOIL & WASTE PIPING	_____
VENT PIPING	_____
STORM WATER	_____
COLD WATER PIPING	_____
HOT WATER PIPING	_____
GATE VALVE	W
GLOBE VALVE	000
HOT & COLD WATER	_____
CLEANOUT	W
CLEANOUT TO FINISH FLOOR	OFF
CLEANOUT TO WALL	EL
CAST IRON	VZ
VITRIFIED CLAY	V
VENT	W
WASTE	VENT THRU ROOF
WASTE & VENT	W-V
HOSE BIBB	HB
WALL HYDRANT	WH
WATER HAMMER ARRESTOR	WA
FLOOR DRAIN	FD
INV. ELEVATION	INV
CATCH BASIN	CB
UNDER FLOOR SLAB	UF
TEMPERATURE & PRESSURE	T&P
PRESSURE REDUCING VALVE	PRV
MANHOLE	M-H



"AS BUILT DRAWING"  
FEB 27 1973

JEKYLL ISLAND AMPHITHEATRE  
JEKYLL ISLAND FOR GEORGIA  
JEKYLL ISLAND STATE PARK UNIVERSITY  
ATLANTA, GEORGIA

BULL & KENNEY

Atlanta, A.I.A.  
*Atlanta, Georgia*

SHEET 10 OF 10  
JAN 26 1973

M-1

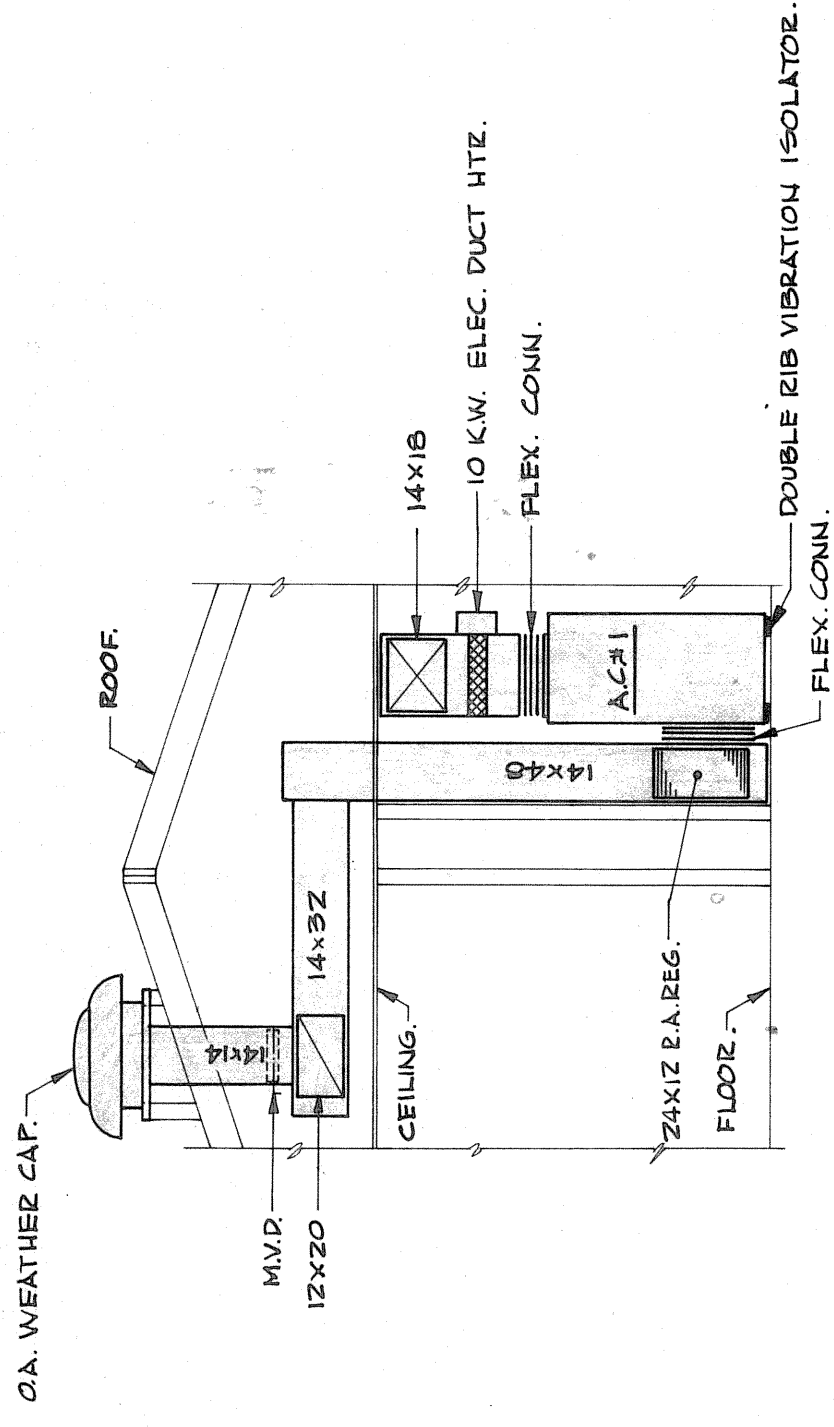
g. W. III  
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DATE RECEIVED  
U.S. DEPT. OF THE INTERIOR

SANITARY SEWER PROFILE

<u>HORIZ.</u>	<u>1"=60'-0"</u>
<u>VERT.</u>	<u>1"=10'-0"</u>





SECTION A-A  
SCALE 1/4"=1'-0"

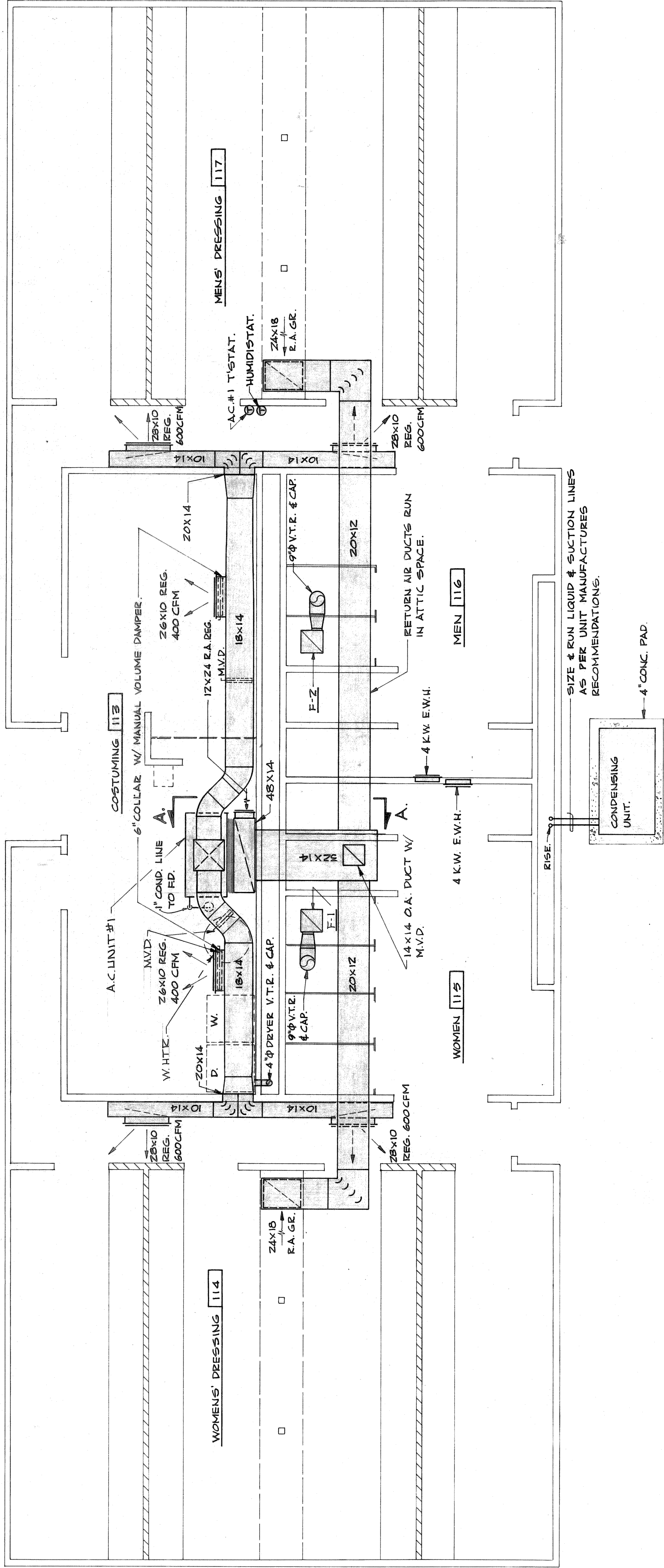
A.C. UNIT									
TAG	CFM	O.A.	TONS COOLING	K.W. HEATING	F.S.P.	FAN H.P.	MAKE & MODEL NO.	REMARKS	
A.C.#1	3200	850	7 1/2	10 - IN DUCT	6"	1	LENNOX # CB3-92V	WITH # 1456-983 V CONDENSING UNIT	

① DUCT HENTER TWO STEP WIRE HUMIDISTAT TO BRING ON 1ST STEP ONLY.

EXHAUST FAN SCHEDULE

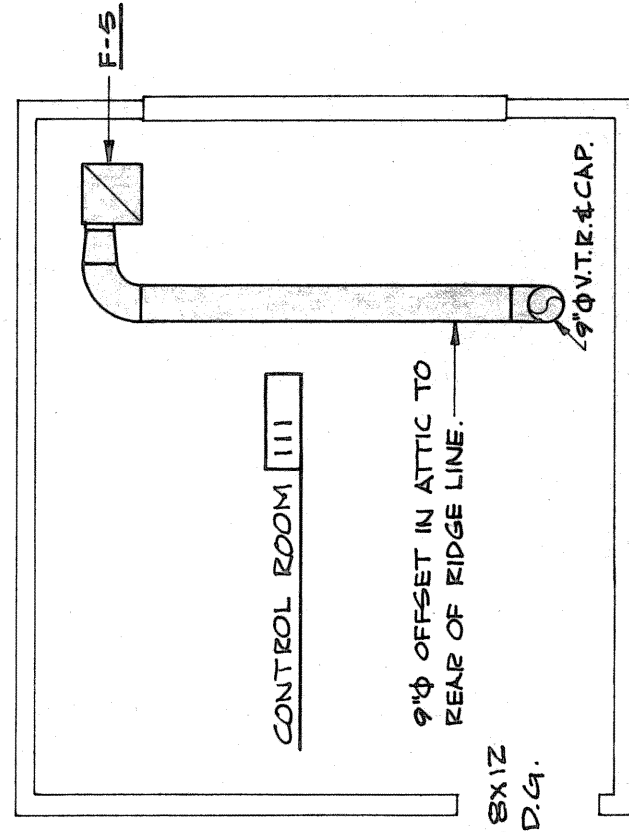
TAG	CFM	F.P.	WATTS	EPH	ACCESSORIES	MODEL NO.	ACCESSORY NOTES
F-1	425	1/10	230	760	B,C	TRADE WIND # VGT-400	A. WALL MOUNTED ON/OFF SWITCH W/ RED INDICATOR LIGHT.
F-2	425	1/10	230	760	B,C	TRADE WIND # VGT-400	B. WIRE INTO LIGHT SWITCH.
F-3	285	1/10	169	610	B,C	TRADE WIND # VGT-300	C. UP TO EDGE CAP # 1255-6. W/ EPOXY COATING.
F-4	285	1/10	169	610	B,C	TRADE WIND # VGT-300	
F-5	425	1/10	230	760	A,C	TRADE WIND # VGT-400	

NOTE: FANS F-3, F-4 & F-5 OCCUR IN TWO BLDGS EACH.



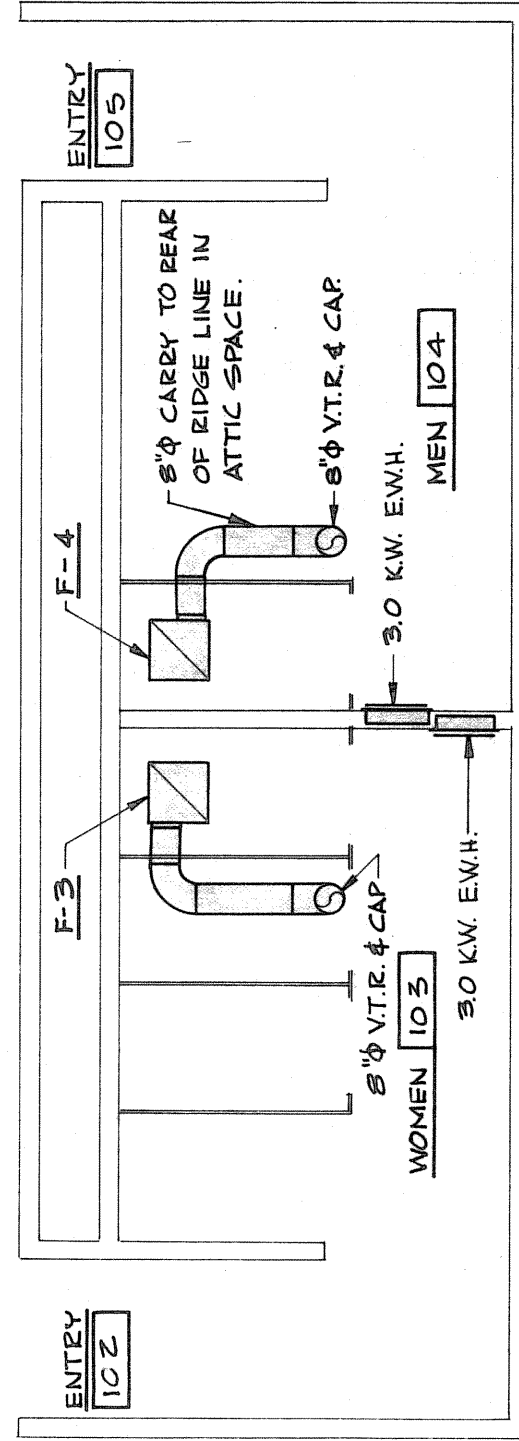
ACTORS BLDG. FLOOR PLAN  
SCALE: 1/4"=1'-0"

NOTE:  
1. HOLD ALL EXPOSED DUCT WORK TIGHT TO CEILING.  
2. PAINT ALL EXPOSED DUCT WORK AS PER ARCH. DIRECTIONS.



SOUTH CONTROL BLDG. FLOOR PLAN  
SCALE: 1/4"=1'-0"

NOTE: NORTH CONTROL ROOM SIMILAR.



SOUTH TOILET FLOOR PLAN  
SCALE: 1/4"=1'-0"

NOTE: NORTH TOILETS SIMILAR.

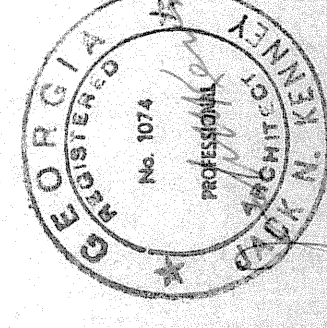
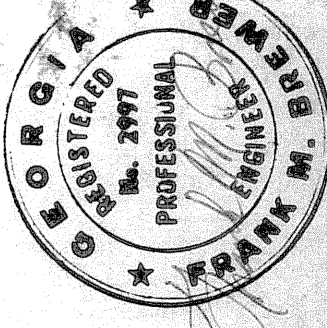
"AS BUILT DRAWING"  
FEB 27 1973

JEKYLL ISLAND AMPHITHEATRE  
JEKYLL ISLAND FOR  
ATLANTA

JEKYLL ISLAND STATE PARK AUTHORITY  
ATLANTA

BULL & KENNEY  
ARCHITECTS, A.T.A.  
ATLANTA, GEORGIA

DATE: 10/1/72  
BY: OJG  
CHECKED: MZ  
APPROVED: [Signature]  
OF 2









## ELECTRICAL LEGEND (THIS SHEET ONLY)

- a. STUB OUT BELOW GRADE & CAP FOR FUTURE EXTENSION.
- b. 4" SQUARE FLUSH JOINDER BOX WITH GASKETED CAST ALUMINUM BLANK COVER.
- c. EXTEND 3/4" TO TEL. BACKBOARD IN ACTORS' BUILDING.
- d. STUB CONDUITS UP 2' ABOVE FLOOR, AND CAP.
- e. EXTEND CIRCUIT "THRU RELAY NO. 2 IN RELAY CABINET IN SOUTH CONTROL ROOM."
- f. EXTEND CIRCUITS THRU RELAY NO. 3 IN RELAY CABINET IN SOUTH CONTROL ROOM.
- g. STUB UP 4" TO CONDUIT BOX WITH WIP DUPLEX RECEPTACLE.
- h. PAN SWITCH FURNISHED BY MECH. CONTR. INSTALL 4" ABOVE FIN. FLOOR.
- i. STUB CONDUIT OUT 12" BELOW STAGE LEVEL AND CAP.
- j. TRAPPEE CIRCUIT (RELAY WARD NO. 1045) MOUNTARY CONTACT SWITCHES IN GEAR BOX 48" ABOVE FLOOR. WIRE EACH SWITCH TO CONTROL ONE RELAY.
- k. 4" SQUARE FLUSH PULLBOX WITH FLANGED SCREEN COVER. INSTALL 12" ABOVE FLOOR.

THEN CONDUITS UP BACK OF VERTICAL PIPE APPROX  
15" TO CAST JUNCTION BOX WITH BLANK COVER  
AND THREE GROMMETED HOLES. CONNECT WITH  
RUBBER CABLE FROM BOX TO EACH OF THREE  
TYPE "T" FIXTURES CLAMPED TO HORIZONTAL  
LIGHTING SUPPORT PIPE. TOTAL OF SIX TYPE  
"T" FIXTURES ON PIPE

NO

ALL JUNCTION BOXES IN PLATFORM SHALL BE 4" SQUARE BOXES WITH DEVICE COVERS, FLOUSH MOUNTED IN WALL 12" ABOVE FLOOR. PROVIDE BLANK ALUMINUM COVER FOR EACH BOX. BOXES TO BE FOR FUTURE INSTALLATION OF RECEPTACLES

LIGHT  
FORM 106

EXTEND TO TICKET BOOTH  
SEE SHEET E-1

SEE SHEET FOR  
CONNECTION THESE  
FIXTURES

44

 $\mathbb{L}^{A-Z}, \mathbb{Z}, \mathbb{Z}$ 

22 SHEET E-3 FOR  
CONTINUATION. SEE

10

A pie chart showing the distribution of the population by sex. The chart is divided into two equal halves, each representing 50% of the population. The top half is labeled 'Male' and the bottom half is labeled 'Female'.

PLAN  
SCALE 1/8" = 1'-0"

“AS BUILT DRAWING”  
FFR 27 1973

JEKYLL ISLAND AMPHITHEATRE

JEFFREY ISLAND FOR JERKILL ISLAND STATE PARK AUTHORITY

ATLANTA  
BILLY S. KENNETH  
GEORGIA

**BULL & KENNEL,**  
architects, A. I. A.  
atlanta, georgia

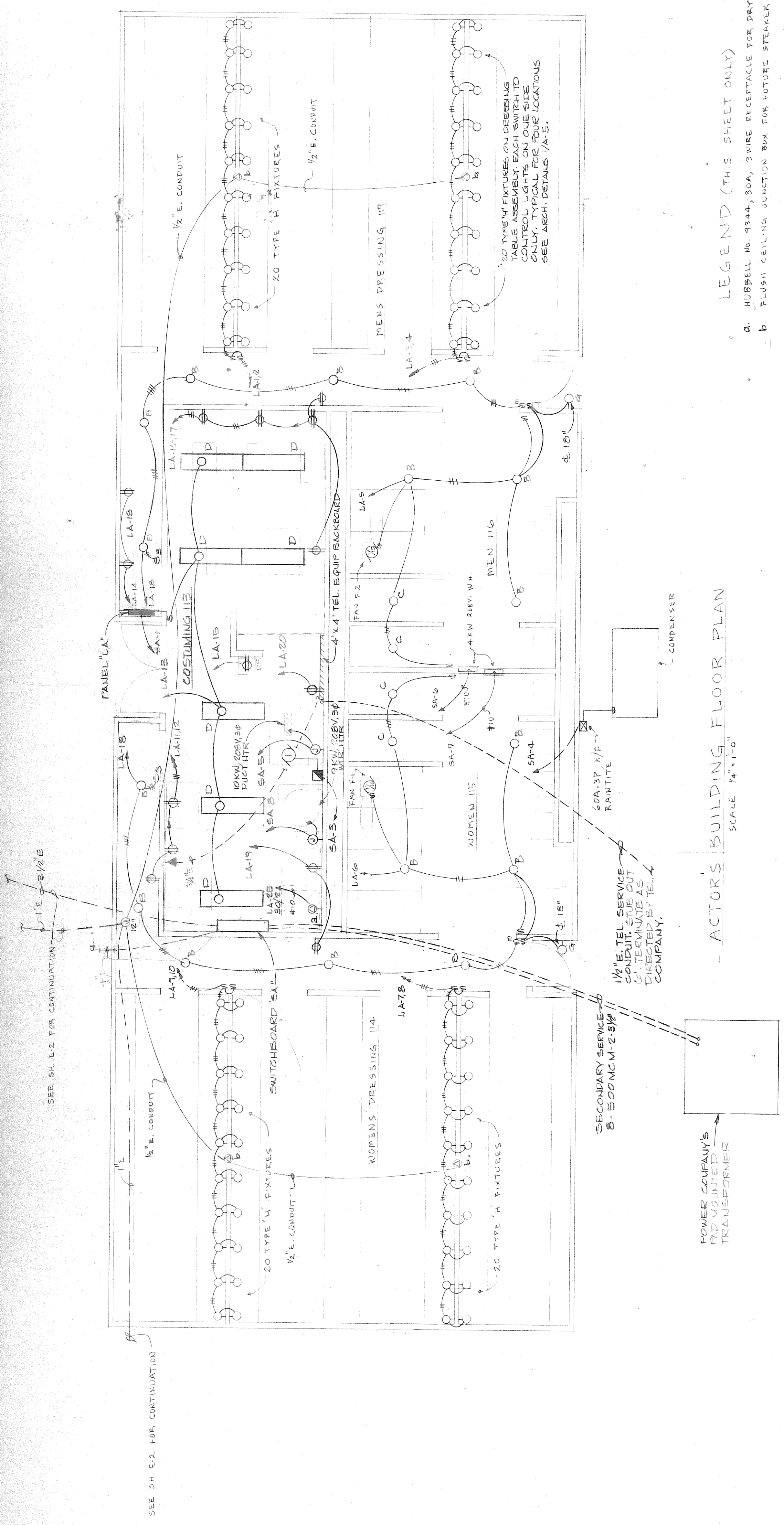
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211

OF 3 | DATE 15 SEPT 71

100





ACTORS BUILDING FLOOR PLAN  
SCALE 1/4\"/>

LEGEND (THIS SHEET ONLY)

- a. HUBBELL NO. 4344, 30A, 3 WIRE RECEPTACLE FOR DRYER.
- b. FLUSH CEILING JUNCTION BOX FOR FUTURE SPEAKER.

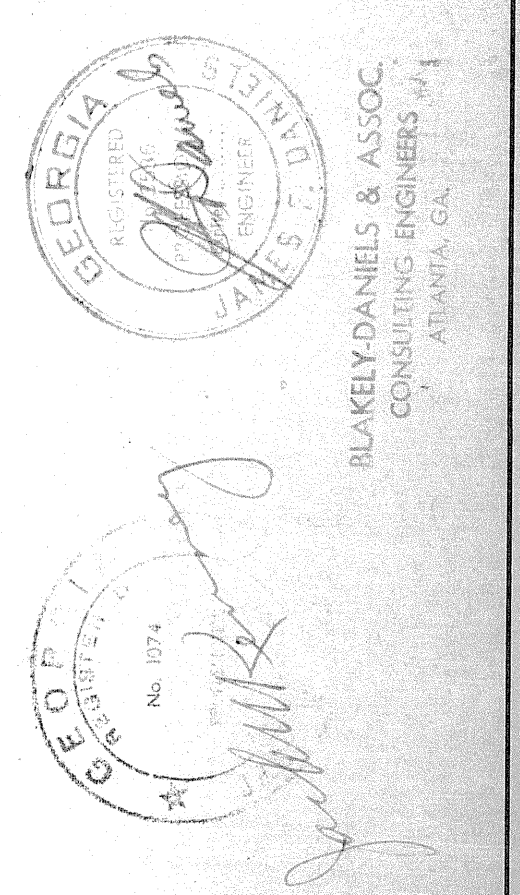
"AS BUILT DRAWING"  
FEB 27 1973

JEKYL ISLAND AMPHITHEATRE  
JEKYL ISLAND, GEORGIA  
JEKYL ISLAND STATE PARK AUTHORITY  
ATLANTA, GEORGIA

**BULL & KENNEY**  
Architects, A.T.A.  
Atlanta, Georgia

SHEET  
E-3  
OF 3  
DATE 10-15-67

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K





# **JEKYLL ISLAND AMPHITHEATRE**

JEKYLL ISLAND, GEORGIA

## **STRUCTURAL CONDITION OF EXISTING FACILITY**

**PREPARED FOR  
JEKYLL ISLAND AUTHORITY**



**JANUARY 15, 2012**

**THOMAS & HUTTON ENGINEERING CO.  
SAVANNAH, GEORGIA**

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## TABLE OF CONTENTS

SECTION	PAGE
I. Introduction.....	1
II. Facility Description.....	2
III. Existing Conditions .....	4
IV. Recommendations .....	6
V. Opinion of Probable Costs .....	10
VI. Photographs .....	13

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## SECTION I. INTRODUCTION

Thomas & Hutton Engineering Co. has been requested by Jekyll Island Authority to perform a visual structural evaluation of the existing Jekyll Island Amphitheatre located on the north end on Jekyll Island.

The purpose of this report is to address our opinion on the present condition of the structural components of the facility based on our site examination and our experience with this type of construction and provide recommendations for repairs/improvements to utilize the facility for public entertainment events and functions.

This report is based solely on our visual observations of the existing structure and our general understanding of the original construction materials and procedures. No material testing or structural analysis was performed during the course of our examination.



---

## SECTION II. FACILITY DESCRIPTION

From our visual observations performed on several occasions, the amphitheatre facility is located in a wooded area on the north end of the island. The seating area was developed using a high earthen berm to obtain a concrete stadium-type viewing to the stage and consists of 6 sections, 3 low and 3 high oriented in a curved setting. The high sections contain a total of approximately 830 seats with the lower sections containing approximately 870 seats. (See General Arrangement Drawing)

Access to the amphitheatre is obtained via two unpaved inclined wooded nature trail from the rear of the facility leading into the side entrances between the low and high sections. Small wood structures along the inclined trail provide the ticket office, restrooms, and

concession venues. The seats consist of aluminum benches with padded backs structurally connected to the concrete stepped flooring. At the entrance walkway between the low and high sections a timber platform deck is situated on the south side to provide viewing for wheelchair-assisted patrons. Wrought iron railings provide the handrail system along the steps and access aisles.

Around the perimeter of the seating area are several high timber pole supported light Stanchions to provide for high level event lighting and include small timber planking for personnel. Access to these high mast lights are provided by steel climbing rungs embedded into the timber poles.

At the based of the stadium-like seating area, the stage consists of a raised low concrete platform containing a 40 ft. x 50 ft. recessed section. The back stage areas are constructed of painted wood stud framing and bead-board plywood sheathing of varying heights. A series of elevated walkways behind the back stages reached by open timber stairs provide personnel access to different locations for events. Two wood framed control rooms on concrete foundations are positioned on each side of the seating area.

At the top of stadium seating are two smaller low level light platforms and a center console room presumably for lighting and/or sound control. In addition, behind the back stage area are two wood framed storage sheds.

---

### SECTION III. EXISTING CONDITIONS

Based on our observations the facility is in generally good condition given its age. It does not appear the amphitheatre is routinely utilized given the amount of overgrowth of vegetation in the seating and stage areas as well as adjacent to the control buildings. In addition there are indications of decay and deterioration in many of the wood structures and buildings including some signs of previous vandalism as indicated by broken glass and fixtures in the control room structures and restroom facilities.

#### Stadium Seating Area

The concrete floor and steps appear to be in good condition with no visible signs of deterioration or settlement. The aluminum bench seats are in good condition. Our examination of the bolted connections to the concrete found that in general the connections are in good condition and performing as intended. We observed no distress in the aluminum components. The railing system is weathered and exhibiting some indications of corrosion and rusting primarily due to flaking of the paint coating. The timber components of the platform designated for wheel chairs show signs of weathering and deterioration.

#### Stage Platform and Back Stage Structures

The concrete stage platform contains some small horizontal cracks near the front edge. The back stage painted timber structures appear to be constructed using minimally treated wood exhibiting some signs of decay and rot due to their exposure particularly at the base of the wood wall panels. As with many timber structures in forested humid coastal areas the wood is exposed to moist air and will incur mildew and rot over time. Most of the stairways leading to the elevated walkways behind the stage are in reasonably fair condition with some indications of deterioration including some steps missing either from decay or removal.

### Light Platforms

These high elevation structures consist of two timber pole supports with an elevated timber walkway which are in fair condition. The timber support poles are marginally braced for providing rigidity to the structure during high wind events.

### Associated Structures

The support structures consisting of the ticket office, restrooms, concessions and the control buildings are all in very poor condition with significant deterioration and damage due to vandalism, lack of use, and their general exposure to the elements. Based on our observations the roof systems for all of these structures appear to remain in fairly good condition. The front plate plexiglass window on one of the control buildings is broken. The doors accessing all of these building are extremely deteriorated or have been taken off.

### Electrical System

The electrical system which provided power and lighting to the various components of the facility is in poor condition. Although many of the main power wiring still exist in many of the conduits, the receptacles, light fixtures and electrical equipment is either damaged or missing. The main electrical panel in the Control Building on the south side of the stage is also damaged.

---

## **SECTION IV. RECOMMENDATIONS**

It is our understanding that at this time the facility is not frequently used but there is interest in re-establishing the functionality of the Amphitheatre for public events. Based on our observations several repairs/improvements need to be made to make the facility usable to the public.

The following are our recommendations to repair the facility's components to return the venue to usable condition:

### **GENERAL SITE CLEANUP/LANDSCAPING**

The facility has become overgrown with weeds and lack of maintenance of the landscaping and structures. The site needs to have the weeds and underbrush removed from the seating and stage areas and the overgrowth of bushes and trees adjacent to the control buildings and at the edges of the seating areas trimmed and/or removed to re-establish proper sight lines.

### **SEATING AREA**

The seats in the viewing areas need to be pressure washed and cleaned to remove all dirt and mildew on the aluminum seat components. The bolted connections attaching the seats to the concrete foundations need to be cleaned and re-coated to prevent further corrosion. The existing steel handrail system needs to be cleaned and re-painted.

## **BACK STAGE**

The backstage wooden wall and walkway structures are fairly weathered and indicating significant signs of rotting and deterioration. The lower sections of the existing wood plywood wall panel structures exhibit rotting at their bases and need to be removed. The remaining wall panels need to be cleaned with a diluted bleach solution and repainted to provide weather protection. The existing wall panels are also minimally braced using periodic 2 x 4 wood blocking. Due to the varying tall heights of sections of the wall we recommend additional blocking be added to strengthen the lateral capacity of the panels. Any timber framing members with rot or decay should be replaced. The missing stair treads need to be replaced. The timber handrail system on the elevated walkways is not in accordance with the International Building Code requirements for height, railing size, and structural capacity and should be replaced. The existing deck members on the elevated walkways have also weathered to an extent they are in need of replacing.

An option to performing repairs to the older wood structures comprising the back stage would be to completely demolish the existing wall panels and walkways and construct new access and dressing areas with a concrete block masonry wall and room system. The use of the masonry would be less maintenance and provide a more durable, protected, and usable space. Consideration would need to be given to the viability and need for the elevated walkway platform presently at the facility and the requirement for their size, location, and layout, if needed at all.

## **SUPPORT STRUCTURES**

The support buildings consisting of two restroom buildings, a concession area, small ticket stand and three control rooms located throughout the facility. Each of these buildings is constructed primarily of stick-built wood framing and shingle roof systems. All of the buildings need to have their exterior pressure washed and repainted.

The small Ticket Stand consists of an approximately 6 ft. by 6 ft. wood framed building at the entrance to the facility. The interior includes a small counter area and window A/C unit. The structural components of the building framing appear to be in relatively good condition with the interior in some disrepair. The exterior of the building should be pressure washed to remove any mildew and the interior renovated and the access door replaced.

The Concession building at the top of the inclined access trail to the south is an approximately 14 ft. by 14 ft. wood framed structure and contains a small entry porch area. This building framing also appears to be in good condition with the exception of the interior areas needing renovation, new light fixtures, new doors, and cleaning.

The two restroom buildings are similar in construction and size containing both a men's and women's area. While the building framing is in good condition the interior of both buildings are in severe shape with several of the toilet fixtures and partitions damaged or broken along with the flooring, doors, and light fixtures. These two structures, in our opinion, should be gutted in the interior and re-constructed to include new fixtures and finishes.

There are three Control buildings at the facility with two main structures on each side of the stage and the third smaller building at the top of the seating area we believe primarily for lighting control. This smaller building, although inaccessible to its interior during our examination, appears to be in good condition with no signs of deterioration. The two main control buildings are constructed on an existing concrete foundation system and surrounded by overgrown vegetation. One of the control rooms contains an existing electrical panel that is in need of repair/replacement along with a broken front plexi-glas window. Both buildings' doors are in need of replacement. The primary structural framing system for the two control rooms appear to be in good condition.

## **ELECTRICAL SYSTEM**

Based on our observations, due to exposure, vandalism, and lack of recent use, in order for the facility to be placed back in service the existing electrical system needs to be replaced including primary and secondary wiring and receptacles, new light fixtures in the seating area walkway aisles, overhead stage front lighting, and back stage lights, main distribution and electrical controls, and raceways.

## **LIGHT TOWERS**

The four high level timber light towers need to be replaced to include more secure access and use by personnel and to meet current code standards and requirements for wind forces. We recommend a galvanized steel framed tower structure at a lower height incorporating a safety ladder system in lieu of the existing climbing rungs be constructed the personnel platform at the top of the tower should also be of galvanized steel construction including an appropriate handrail system.

## **STAGE PLATFORM**

The existing concrete stage platform consists of a raised concrete slab system with a 40 ft. by 50 ft. recessed block/gravel inset. We recommend the 40 ft. by 50 ft. inset be filled with an approximately 3 inches thick concrete slab to provide a more uniform and level stage surface. The stage's concrete slab surface should be pressure washed to remove any graffiti and debris and the minor cracks in the top near the stage front be sealed with non-shrink grout.

## **STAGE COVERING/CANOPY SYSTEM**

We recommend consideration be given to the installation of a fabric canopy system over the stage area similar to the example provided on the following page. This system would not only provide a shade and weather protection covering over the event area and framing support for overhead event lighting and sound systems but would provide a newer more enhanced atmosphere and experience to the facility's patrons.



## Opinion of Probable Costs

---

*Structural Condition Report for Amphitheatre*

JEKYLL ISLAND AUTHORITY, JEKYLL ISLAND, GEORGIA

PROJECT : Jekyll Island Amplitheatre  
LOCATION : Jekyll Island  
ESTIMATOR : CLG

### Opinion of Probable Constr. Cost

1/24/2012	REVISED:
<b>BASIS FOR ESTIMATE</b>	
<input checked="" type="checkbox"/>	(No design completed-Master or Schematic Plan)
<input type="checkbox"/>	(Preliminary design)
<input type="checkbox"/>	(Final design)
<input type="checkbox"/>	(Other)

### OPINION OF BUDGETARY ESTIMATE OF PROBABLE PROJECT CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

ITEM	DESCRIPTION		QUANTITY		COST	
			NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
IDENTIFICATION						
STAGE						
Front Stage and Back Stage Areas						
1	Install leveling slab			LS		\$ 20,000.00
2	Seal Cracks in existing slab			LS		\$ 350.00
3	Repair existing wood stairs backstage			LS		\$ 10,000.00
4	Replace rotten wood panels in walls			LS		\$ 8,000.00
5	Replace handrails on walkways		120	lf	\$30/lf	\$ 3,600.00
6	Replace walkway decking		200	sf	\$15/sf	\$ 3,000.00
7	Replace doors in walls			2	\$250.00	\$ 500.00
8	Re-paint/Repair steel railings			LS		\$ 2,500.00
Control Rooms						
8	Replace Front Glass		1	each	\$200.00	\$ 350.00
9	Replace Doors		2	each	\$375.00	\$ 750.00
Restrooms						
10	Replace toilet fixtures		12	each	\$185.00	\$ 2,220.00
11	Repair toilet partitions			LF		\$ 700.00
12	Replace doors		4	each	\$375.00	\$ 1,500.00
Concessions Bldg						
13	Replace door		1	each	\$375.00	\$ 375.00
High light towers						
14	Remove & replace with Steel towers		4	each	\$15,000.00	\$ 60,000.00
Ticket Stand						
15	Replace ticket stand at entry		1	LS		\$ 1,500.00
General Site						
16	Landscaping/Site cleanup			LS		\$ 4,500.00
17	Pressure wash/clean seating			LS		\$ 1,000.00
Stage Canopy						\$ 300,000.00
Electrical						
17	Replace all light Fixtures			LS		\$ 60,000.00
18	New Wiring			LS		\$ 135,000.00
19	Control room panel Repairs			LS		\$ 25,000.00
Option to Replace Backstage Area with CMU Walls						
20	Remove existing wood walls, stairs, and walkways			LS		\$ 35,000.00
21	Construct new CMU walls		3,200	sf	\$45/sf	\$ 144,000.00

PROJECT : Jekyll Island Amplitheatre  
LOCATION : Jekyll Island  
ESTIMATOR : CLG

### Opinion of Probable Constr. Cost

1/24/2012	REVISED:
<b>BASIS FOR ESTIMATE</b>	
<input checked="" type="checkbox"/>	(No design completed-Master or Schematic Plan)
<input type="checkbox"/>	(Preliminary design)
<input type="checkbox"/>	(Final design)
<input type="checkbox"/>	(Other)

#### OPINION OF BUDGETARY ESTIMATE OF PROBABLE PROJECT CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him.

ITEM	DESCRIPTION	QUANTITY		COST	
		NUMBER OF UNITS	UNIT MEASURE	PER UNIT	TOTAL COST
	IDENTIFICATION				

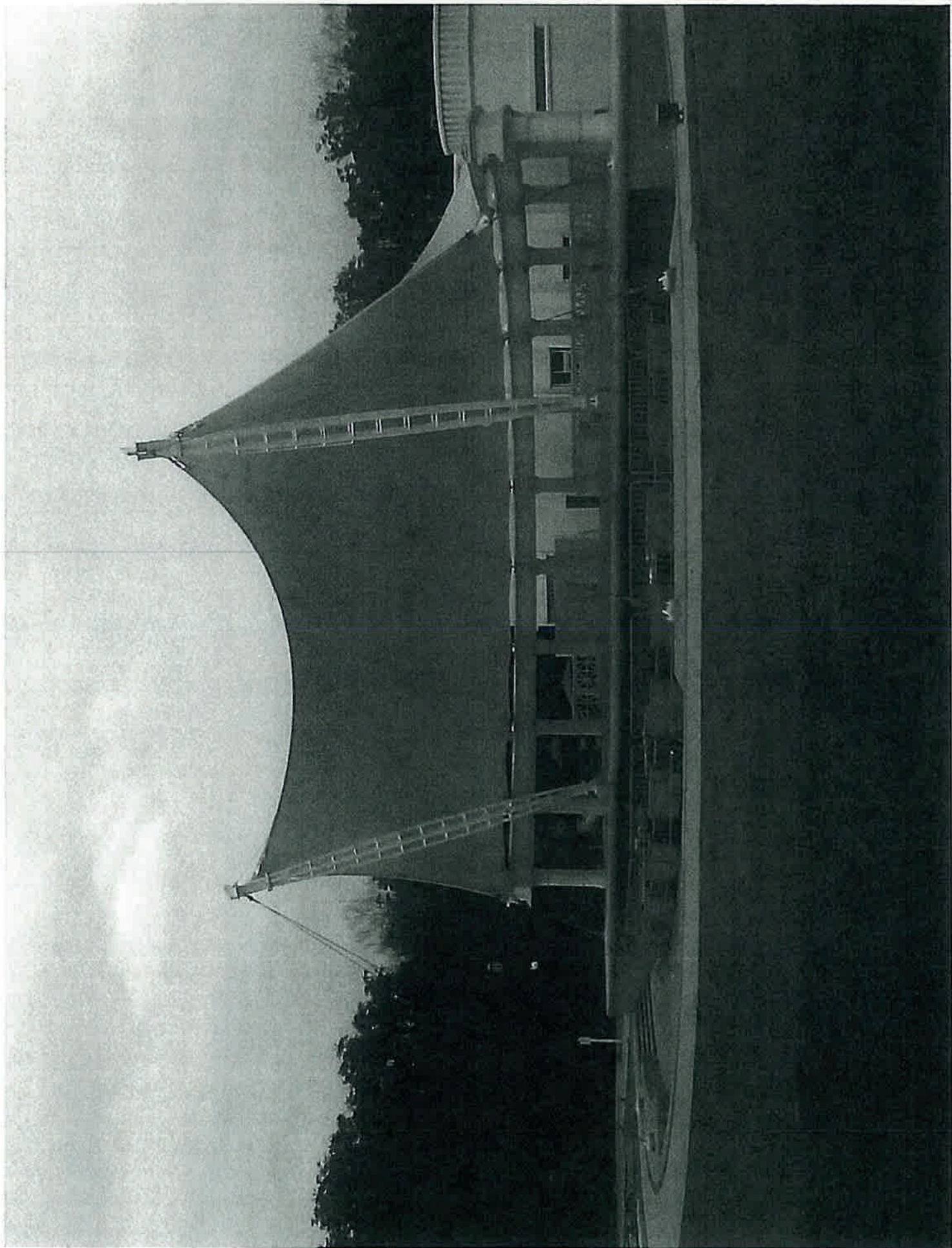
	Total w/o BackStage	
Option 1	Option	\$ 640,845.00
	total w/ Backstage	
Option 2	Option	\$ 794,745.00
	Contingencies	\$70,000.00
	<b>Total Option 1</b>	<b>\$711,000</b>
	<b>Total Option 2</b>	<b>\$865,000</b>

## Example of Stage Cover

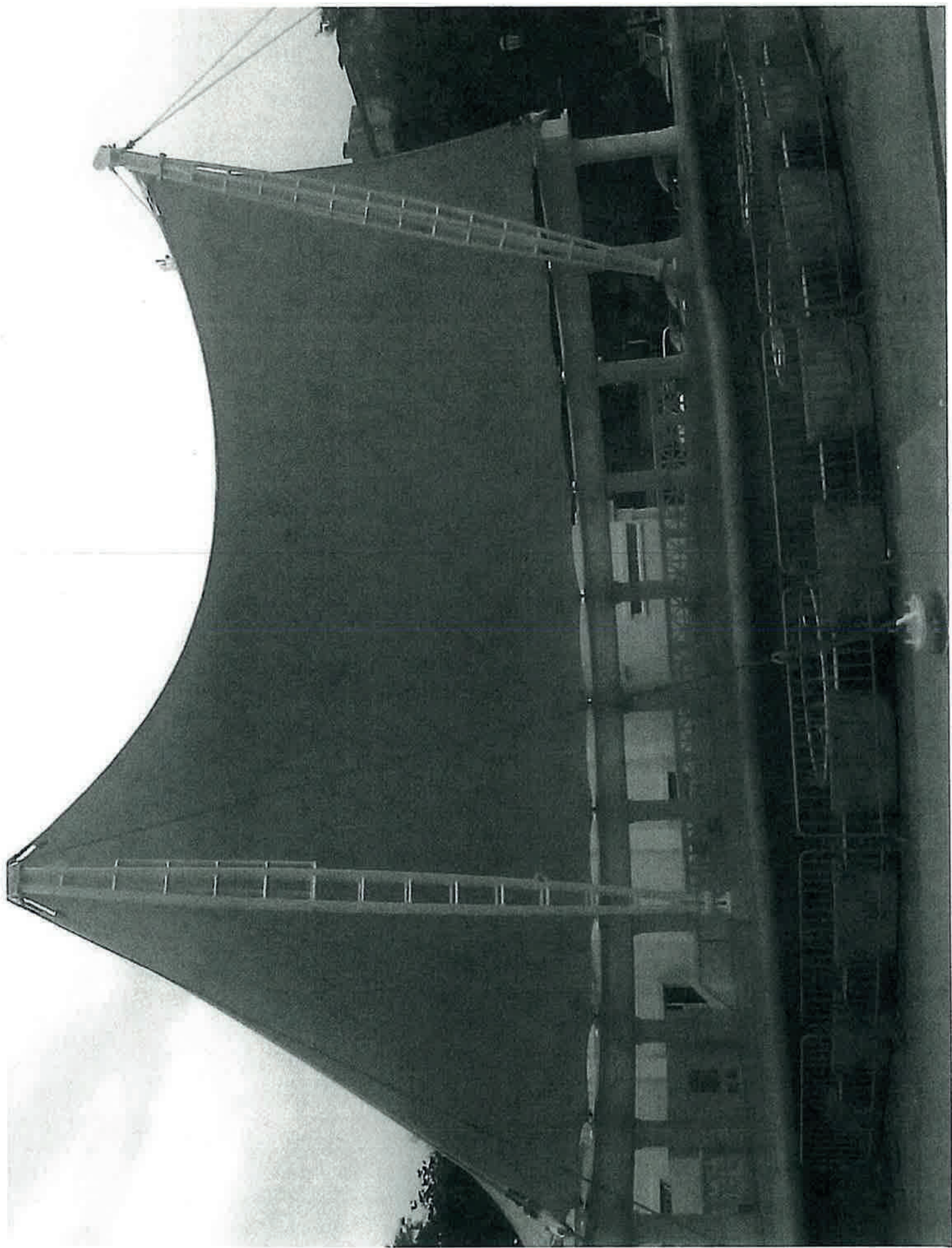
*Structural Condition Report for Amplitheatre*

JEKYLL ISLAND AUTHORITY, JEKYLL ISLAND, GEORGIA

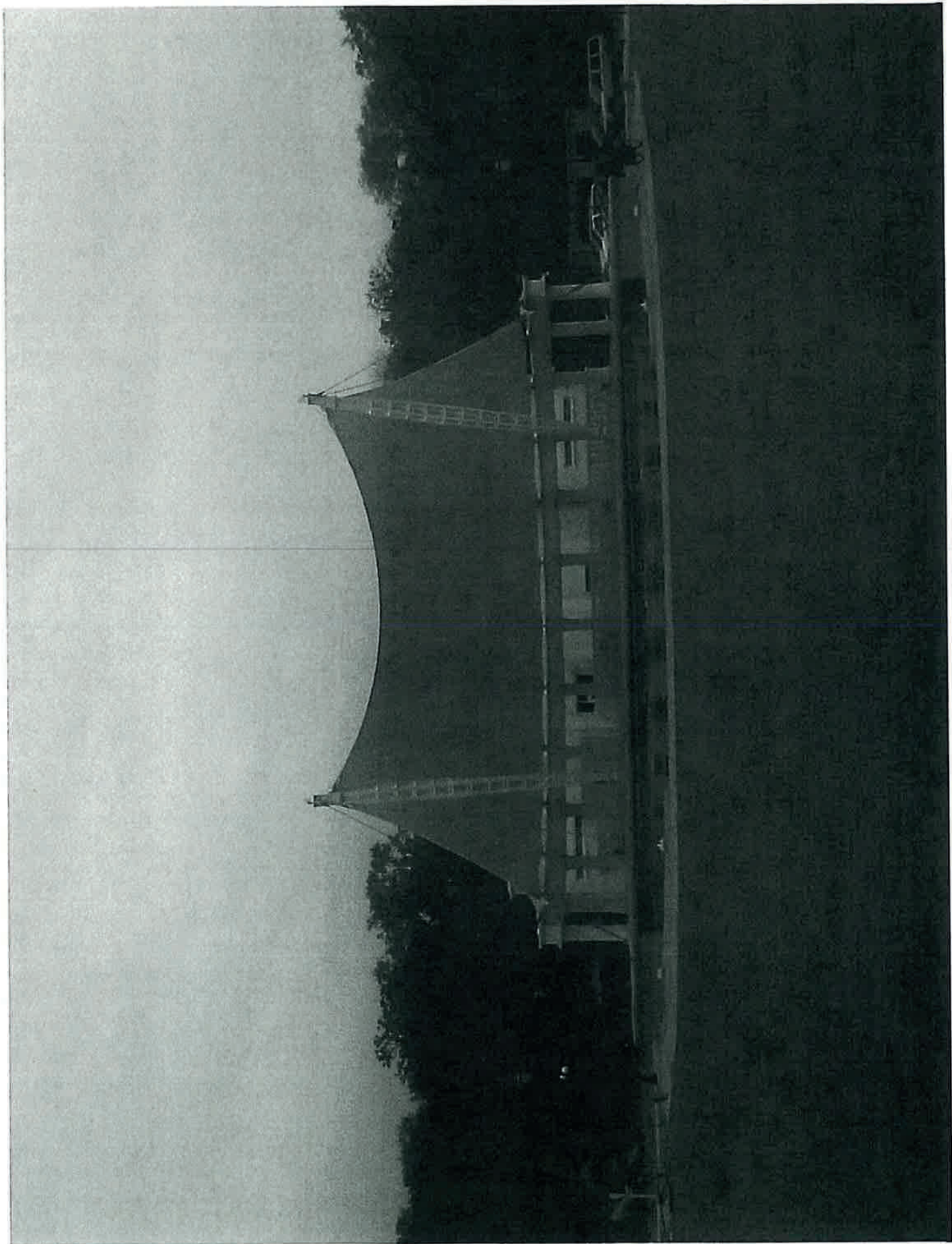










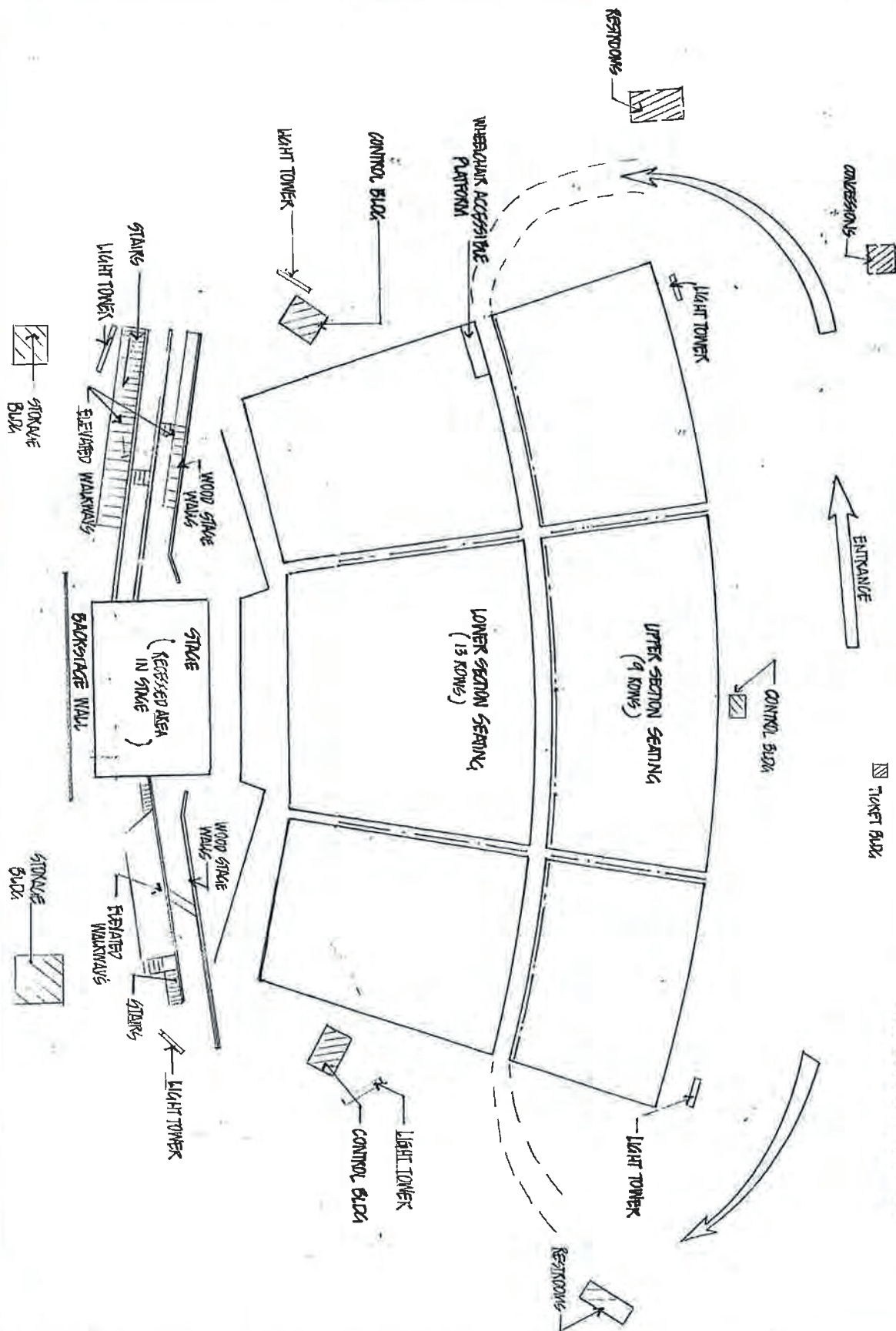


## **General Facility Layout**

*Structural Condition Report for Amphitheatre*

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LOCATION AND ORIENTATION OF BUILDINGS AND  
STRUCTURES SHOWN ARE GENERAL IN NATURE

# JEKYLL ISLAND AMPHITHEATRE EXISTING CONDITIONS GENERAL LAYOUT PLAN

**THOMAS & HUTTON**  
Engineering | Surveying | Planning | GIS | Consulting

50 Park of Commerce Way  
PO Box 2727  
Savannah, GA 31402-2727  
p.912.234.5300 f.912.234.2950

www.thomasandhutton.com

## Photographs

Structural Condition Report for Amphitheatre

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