

**RESOLUTION 25-73**

**A RESOLUTION TO AUTHORIZE ROOF REPAIRS TO THE RIPPAVILLA  
AMPHITHEATER**

**WHEREAS**, Rippavilla Amphitheater roof is in dire need of repairs; and

**WHEREAS**, the current roof is damaged in multiple places which is causing the decking to rot; and

**WHEREAS**, City entered into a contract with Don Kennedy Roofing (Resolution 25-06) for the cities roofing repairs; and

**WHEREAS**, city staff received a cost proposal from Don Kennedy Roofing for \$28,510.45 for the roofing materials and \$3,105.17 for the gutters, coming to a total cost of \$31,615.62; and

**WHEREAS**, staff has made a recommendation for these repairs; and

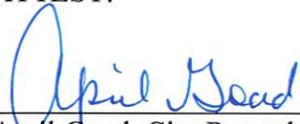
**WHEREAS**, funds were added in Budget Amendment No. 1 for the repairs to the facilities budget 520-41800-52661; and

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen, authorizes Resolution 25-73 for the repairs to the Rippavilla Amphitheater.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17<sup>th</sup> day of March, 2025.**

  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST: Approval of Resolution 25-73 authorizing roof repairs to Rippavilla Amphitheater**

**SUBMITTED BY:** Tyler Scroggins, Public Works Director

**DATE:** March 17, 2025

**RE:** Roof repairs to Rippavilla Amphitheater

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**BACKGROUND:**

Rippavilla Amphitheater is in dire need of roof repairs. The current roof is damaged in multiple places and is causing the decking to rot.

The City is currently under contract with Don Kennedy Roofing for the cities roofing repairs. Staff is recommending repairs to the current roof to be repaired by Don Kennedy Roofing.

Funds were added to Budget Amendment No. 1 to cover this expense.

**FINANCIAL IMPACT:**

A total of \$31,615.62 is budgeted in the facilities budget (520-41800-52661) for the roofing repairs.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 25-73 for the roofing repairs to Rippavilla Amphitheater.

# PROPOSAL

ISSUE DATE: 1/22/2024



ACCOUNT		PROJECT LOCATION	
<b>ACCOUNT</b>	City of Spring Hill	<b>SITE</b>	Rippavilla Amphitheater
<b>ADDRESS</b>	199 Town Center Parkway Spring Hill, TN 37174		5700 Main Street Spring Hill, TN 37174
<b>PROJECT</b>	105979	<b>EMAIL</b>	

SCOPE OF WORK – Standing Seam Option
<ol style="list-style-type: none"><li>1. Remove one existing metal roof (2,737 SF) down to decking on the amphitheater.</li><li>2. An allowance has been included for 768 square feet, equivalent to 24 sheets of 3/4" plywood. Any additional-decking will be charged at \$90 per board.</li><li>3. Apply high temp ice and water shield on the entire roof surface.</li><li>4. Install a total of 2,737 square feet of 24-gauge standing seam snap lock roof system.</li><li>5. Install metal drip edge on the eaves and rakes.</li><li>6. Clean and dispose of any waste material generated from tear off and installation process.</li></ol>
<b>PRICE: \$40,640.74</b>

ADDITIONAL ALTERNATES – APPROVED OR DECLINED				
<ol style="list-style-type: none"><li>1. Complete above scope of work using Tuff Rib Galvalume screw down panel in lieu of 24-gauge kynar standing seam for a total cost of <b>\$28,510.45</b></li></ol>				
		<b>APPROVE</b>		<b>DECLINE</b>
<ol style="list-style-type: none"><li>2. Install 92 linear feet of 6" K style gutter on eaves and 2 downspouts for a total cost of <b>\$3,105.17</b></li></ol>				
		<b>APPROVE</b>		<b>DECLINE</b>

### ACCEPTANCE AND AWARD

**Customer Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Contact Phone** \_\_\_\_\_

**Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Email Address** \_\_\_\_\_

*The signature of this person is authorized to approve work at the above-named property. By signing, we have read, understand, and agree to the terms and conditions of this contract. This proposal is valid for 7 days from the issue date.*

 815 Fesslers Lane  
Nashville, TN 37210

 615-833-9393

 donkennedyroofing.com  
contact@goDKR.com

## **SPRING HILL VENDOR SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and **Don Kennedy Roofing** ("Vendor") (collectively as "Parties"), and is renewed on **January 6, 2025**, and is effective as of the Effective Date set forth herein.

### RECITALS:

WHEREAS, the City requires services for Roofing Contractor Services that it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be **January 6, 2025**.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through **January 6, 2026**. Term is for one year but may be renewed one additional one-year (12 months) term each if both parties agree to renew.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
  - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage,

blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

#### **4. VENDOR RESPONSIBILITIES.**

- a. Be able to provide all labor, materials, equipment and supervision for all roofing projects, maintenance and repairs on properties include but are not limited to repairs to all roofing types, flashings, curb flashings, decking, scuppers, heat/vent stacks, pitch pockets, gutter and downspouts, copings, pipe penetrations, drains, wall panels and skylights.
- b. Respond within 24 hours for routine roofing work.
- c. Respond to roofing emergencies within two (2) hours.
- d. All work must be performed in accordance with the Tennessee Building Code and National roofing Code.
- e. Submit plans and pull permits as required.
- f. Cleanup after repairs.
- g. Protection of private and public property.
- h. Provide standard proof of work documentation following the completion of work. Document must include sufficient information to

identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.

- i. Must be able to perform work on mobile structures.
- j. Provide 24-hour emergency service as needed in all aspects of roofing emergency repairs for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am. and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.
- k. Provide a staffing level that will provide the desired level of customer service, program support, roofing maintenance and repairs.
- l. Use technicians sufficiently trained and under the direction of a licensed roofer holding a Tennessee license.

## **5. CITY'S RESPONSIBILITIES.**

- a. No applicable City responsibilities

**6. INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

**7. AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the

issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

8. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.
12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.



If to City: Mayor Jim Hagaman  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.  
Middle Tennessee Law Group, PLLC  
d/b/a Wolaver, Carter & Heffington  
809 South Main Street, Suite 100  
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**21. CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

**22. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

**23. PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee  
municipality

By:   
JIM HAGAMAN  
Mayor of Spring Hill  
Date of Execution: 01/04/2025

By:   
VENDOR REPRESENTATIVE  
Date of Execution: ~~1/18/25~~ 1/15/25