DATE: April 4, 2023

TO: Mayor and Council Members

FROM: Parks, Recreation and Community Services Department

SUBJECT: Payment of Invoice – Harris Steel Fence Co. Inc.

RECOMMENDATION:
It is recommended that the Mayor and Council Members authorize payment of an invoice submitted by Harris Steel Fence Co. Inc., in the amount of $10,000, for repair of the ballfield fence at Darby Park. (General Fund)

BACKGROUND:
Darby Park is a 14-acre park with amenities, including a recreation center, baseball fields, skate park, basketball courts, and two tennis courts. The baseball fields are highly used by youth and adults for City programs, high school home games, area leagues and drop-in play.

Following days of torrential rain and wind, a 10-foot section of fence along the third base line of the ballfield at Darby Park (near Pincay) became unstable such that it could fall under certain conditions. The portion of fence in question is over 20 feet high. Upon initial inspection, it appeared the fence was steady enough to hold until a short form agreement could be executed. However, as the rain and wind continued, the potential for the fence to fall and harm a person or property increased.

DISCUSSION:
Harris Steel Fence Co. Inc. was contacted to repair the fence. The vendor removed an existing sleeved terminal post and 10 feet of chain link fence, sleeved an existing damaged terminal post with three (3) feet of 2 3/8 inch diameter post, welded all sides, straightened the line post and brace, and reinstalled the 10 feet of chain link fence.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Sufficient funds in the amount of $10,000 are available in the Fiscal Year 2022-2023 Budget under Account Code No. 001.100.P964.44860 (General Fund, CIP – Park Fencing and Signage Improvements – Contract Services).
DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Invoice
Attachment No 2 – Insurance

PREPARED BY:
Sabrina Barnes, Parks, Recreation and Community Services Director

COUNCIL PRESENTER:
Sabrina Barnes, Parks, Recreation and Community Services Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Sabrina Barnes, Parks, Rec., & Comm Svcs. Director

ASSISTANT CITY MANAGER APPROVAL:  
Louis Afwell, Assistant City Manager

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
ATTACHMENT NO. 1
**HARRIS STEEL FENCE CO INC**  
8728 S SAN PEDRO ST  
LOS ANGELES CA 90003-3539  
323-751-4104 / 323-751-8812 FAX

<table>
<thead>
<tr>
<th>BILL TO</th>
<th>SHIP TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF INGLEWOOD</td>
<td>DARBY PARK FENCE REPAIR</td>
</tr>
<tr>
<td>ONE MANCHESTER BLVD</td>
<td></td>
</tr>
<tr>
<td>PO BOX 6500</td>
<td></td>
</tr>
<tr>
<td>INGLEWOOD, CA 90301</td>
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<tr>
<td>BILLING PERIOD JULY 21ST-AUGUST 20TH</td>
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<tr>
<th>P.O. NO.</th>
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<th>FOB</th>
<th>PROJECT</th>
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<tr>
<td>DARBY REPAIR</td>
<td>NET 10.2%</td>
<td>DHB</td>
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<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>CONTRACT</td>
<td>REMOVE ONE EXISTING SLEEVED TERMINAL POST AND 10 FT CHAIN LINK. SLEEVE (1)</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXISTING 2 7/8&quot; DAMAGED TERMINAL POST. WITH 3 FT OF 2 3/8&quot; SCH 40 EACH WAY WELD ALL SIDES. STRAIGHTEN (1) LINE POST AND BRACE. RE-STRETCH EXISTING CHAIN LINK</td>
<td></td>
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**Total**  
$10,000.00

A late payment charge of 1.5% per month will apply on any unpaid balance over 30 days from invoice date.
ATTACHMENT NO. 2
### Certificate of Liability Insurance

**Producer:** Paramount Exclusive Insurance Services, Inc.  
15760 Ventura Blvd. Suite 500  
Encino, CA 91436

**Insured:** Harris Steel Fence Co., Inc.  
8728 S. San Pedro St.  
Los Angeles, CA 90033

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Coverages**

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<tr>
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<th>Certificate Number</th>
<th>Revision Number</th>
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<tbody>
<tr>
<td>A</td>
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<td>X CLAIMS-MADE</td>
<td>X OCCUR</td>
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<tr>
<td></td>
<td>800GL0028886-03</td>
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<td></td>
<td>5/1/2022</td>
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<td>X NON-OWNED AUTOS</td>
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<tr>
<td>D</td>
<td>X WORKERS COMPENSATION AND EMPLOYER’S LIABILITY</td>
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</tr>
<tr>
<td></td>
<td>X Y/N</td>
<td></td>
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<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>7/29/2022</td>
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<tr>
<td>E</td>
<td>X Equipment Floater</td>
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<td></td>
<td>5/1/2022</td>
<td>5/1/2023</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles**  
ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

Waiver of subrogation in favor of City of Inglewood.

**Certificate Holder**  
City of Inglewood  
P.O. Box 8500/Inglewood, CA 90301

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

[Signature]

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The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.</td>
<td>All locations which are afforded coverage under this policy.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.</td>
<td>All locations which are afforded coverage under this policy.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization as required by written contract.</td>
<td></td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective</th>
<th>Policy No.</th>
<th>Endorsement No.</th>
<th>Premium</th>
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<tbody>
<tr>
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<td>TWC4147150</td>
<td>1</td>
<td>11,606</td>
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</tbody>
</table>

Insured
Harris Steel Fence Co, Inc
Technology Insurance Company, Inc.

Countersigned by ________________________________
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.