City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
FAX (310) 377-7288

Permit requirements and application for collection and disposal of construction and demolition waste in the City of Rolling Hills Effective November 23, 2011

Permit Requirements

1. A construction and demolition waste hauling permit is required in order to remove construction and demolition waste from any construction, remodeling or demolition project ("a Covered Project").

2. Permitted haulers are required to divert away from a landfill at least fifty percent (50%), measured by weight, of all construction or demolition waste generated by a Covered Project. Failure by a permitted hauler to comply with the City's diversion and/or reporting requirements will result the hauler being placed on probation. Failure to meet the requirements of a probation order may result in revocation of the construction/demolition hauler permit. A hauler whose permit has been revoked shall not be eligible to reapply for a new permit for a period of three-years from the date of revocation.

3. Quarterly from issuance of a permit, the permitted hauler must submit to the City of Rolling Hills a "Recycling and Waste Reduction Quarterly Compliance Report" including verification of the disposal amount and location(s).

4. Within thirty (30) calendar days following the completion of any covered project, the hauler shall submit to the City of Rolling Hills a "Recycling and Waste Reduction Final Compliance Report" including verification of the disposal amount and location(s) demonstrating that at least 50% of the construction and demolition waste generated from the project was not disposed in a landfill.

5. The City, at any time, with 5 days advance notice may inspect the hauler's records and documents for compliance with the City's Municipal Code requirements.

6. Permitted working hours within Rolling Hills are Monday through Saturday, 7:00am to 6:00pm, except holidays.

7. Large projects that necessitate a street closure for the collection of construction and demolition waste may require traffic control. If a street is to be closed, for safety reasons, it is necessary for the hauler to call City Hall and make appropriate arrangements.

8. The release or spill of any construction or demolition waste on public property is prohibited and shall promptly be cleaned up, contained, collected and removed to the satisfaction of the City Manager.

Application
City of Rolling Hills
Construction and Demolition Waste Hauling Permit

Company Name:	
Company Owner(s):	
Company Owner(s):	

Business Contact Information	**Emergency Contact Information**
Address:	Name:
City:	Telephone No.
State/Zip Code	Telephone No.
Telephone No.	
Fax No.	

Permit Fee: *Cash or check only*	$25
Project Address:	

Type of solid waste material capable for removal:
Size(s) of container(s) or vehicles(s) used for the contracted services:

Services provided for:	
Removal of demolition waste (only)	Removal of construction waste
☐	☐

License plate(s) of vehicles or equipment to be operated in Rolling Hills:

Facility to be used for C&D Disposal	Facility to be used for C&D Disposal
Name:	Name:
Address:	Address:
City:	City:
State/Zip Code	State/Zip Code
Telephone No.	Telephone No.
Type of facility:	Type of facility:

_____ **Insurance Requirements**
Initial

A. Pursuant to Rolling Hills Municipal Code § 8.08.580.C.5, construction and demolition haulers shall procure and maintain during the effective term of this permit the following types and minimum levels of coverage, which shall apply to any claims which may arise from or in connection with hauler's performance under this permit or the actions or inactions of any of hauler's officers, agents, representatives, employees, or subcontractors in connection with hauler's performance. The insurance requirements in no way limit hauler's various defense and indemnification obligations, or any other obligation set forth in this permit.

B. Hauler shall maintain in force for the term of this Permit limits no less than:

1. Comprehensive General Liability: One Million Dollars ($1,000,000) limit aggregate and One Million Dollars ($1,000,000) limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: One Million Dollars ($1,000,000) single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California.

C. Such insurance policies:

1. Must be procured from an insurer authorized to do business in the State of California.
2. **Must name the City of Rolling Hills and its officers, employees and agents as additional insureds (Certificate Holder) and list the deductible or Self Insured Retention amount.**
3. Must not be suspended, canceled, or terminated without first giving to City thirty calendar days' prior written notice and obtaining substitute insurance meeting the requirements above. Failure to meet this requirement shall render this permit null and void. Hauler shall be liable to the City for any and all damages suffered by the City arising out of such insurance suspension, cancellation or termination.
4. Must be primary and noncontributing with respect to any other insurance available to the City and shall include a cross- liability clause requiring the insurer to protect each insured separately.

D. A copy of the policy or certificate of insurance along with all necessary endorsements must be filed with the City Manager before a permit becomes effective.

E. Hauler shall at all times provide, at its own expense, workers' compensation insurance coverage for all of its employees and shall file and maintain a certificate with the City Manager showing said insurance to be in full force and effect before a permit becomes effective. The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Hauler for City.

Indemnification Requirements

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Initial

A. Hauler agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, consultants and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of hauler, its officers, employees, agents, contractors and/or subcontractors in performing services under this permit; (2) the failure of hauler, its officers, employees, agents, contractors and/or subcontractors to comply in all respects with the provisions of this permit, any applicable law, ordinance and regulation, and/or applicable permit and license; (3) the acts of hauler, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law.

B. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' negligence, but shall not extend to matters resulting from the Indemnitees' sole negligence, or willful misconduct. Hauler further agrees to and shall, upon demand of City, at hauler's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time hauler elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by hauler.

C. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, hauler specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold harmless Indemnitees from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs,

damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

1. results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or
2. relates to material collected, transported, recycled, processed, treated or disposed of by hauler.

D. Hauler's indemnification obligations shall apply, without limitation, to:

1. any Claims brought pursuant to or based on the provisions of any environmental law, including the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sections 6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601, et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act ("HSAA"), codified at California Health and Safety Code Sections 25300 et seq.; and all future amendments to any of them;
2. any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of hauler of any Facility;
3. any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by hauler;

E. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of hauler or any affiliate of hauler.

THE PROVISIONS OF THIS INDEMNIFICATION SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS PERMIT.

I, (print your name)_____ certify that I have read the construction and demolition hauler permit requirements, including the insurance and indemnification requirements above, and I agree to comply with all of the requirements.

_____ _____

Authorized Signature Date

For Internal Use

Amount Paid	Permit Number	Receipt Number	Issued By:	Permit Valid Thru:	General Liability Exp. Date	Auto Liability Exp. Date	Workers Comp Exp. Date

Insurance Certificates w/ Permit #_____