Permit requirements and application for collection and disposal of construction and
demolition waste in the City of Rolling Hills
Effective July 1, 2021

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 sixty-five percent (65%),
   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   whose permit has been revoked shall not be eligible to reapply for a new permit for a period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). Failing to submit quarterly reports will result in a $250
   incremental deduction from the $1,000 deposit.

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 65% 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, 7:00 a.m. to
   6:00 p.m., 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.

9. Approval is limited to scope of work described in the project description. Any and all work
   not included will require a separate approval and zoning clearance.
### Business Contact Information

<table>
<thead>
<tr>
<th>Address:</th>
<th>Name:</th>
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<tbody>
<tr>
<td>City:</td>
<td>Telephone No.</td>
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<tr>
<td>State/Zip Code</td>
<td>Telephone No.</td>
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<td>Telephone No.</td>
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<td>Fax No.</td>
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### Emergency Contact Information

<table>
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<tr>
<th>Permit Fee:</th>
<th>$150</th>
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<tr>
<td>Cash or check only</td>
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<tr>
<th>Permit Refundable Deposit:</th>
<th>$1,000</th>
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<tbody>
<tr>
<td>(Check Only)</td>
<td>Requires quarterly reports</td>
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### Project Address:

### Project Description:

#### ESTIMATION

<table>
<thead>
<tr>
<th>Types of Material for Removal (please list each material)</th>
<th>Size of Container</th>
<th>Unit</th>
<th>Total</th>
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#### 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:
Insurance Requirements

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.

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.

Initials
Indemnification Requirements

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 Indemnities’ negligence, but shall not extend to matters resulting from the Indemnities’ 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 Indemnities 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 Indemnities 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 Indemnity 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.

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

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

<table>
<thead>
<tr>
<th>Amount Paid</th>
<th>Permit Number</th>
<th>Receipt Number</th>
<th>Issued By:</th>
<th>Permit Valid Thru:</th>
<th>General Liability Exp. Date</th>
<th>Auto Liability Exp. Date</th>
<th>Workers Comp Exp. Date</th>
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Insurance Certificates w/ Permit #______
### CWS Construction & Demolition Material (C&D) Containers

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<tr>
<th></th>
<th>MIXED INERT</th>
<th>WOOD</th>
<th>DRYWALL</th>
<th>FERROUS METAL</th>
<th>ADC-1</th>
<th>CONCRETE</th>
<th>CARDBOARD</th>
<th>GREENWASTE</th>
<th>OTHER MATERIALS*</th>
<th>RESIDUAL</th>
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<tr>
<td>December 2019</td>
<td>18.89%</td>
<td>23.94%</td>
<td>2.47%</td>
<td>7.15%</td>
<td>33.42%</td>
<td>1.99%</td>
<td>0.00%</td>
<td>0.36%</td>
<td>0.37%</td>
<td>10.62%</td>
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* OTHER MATERIALS INCLUDE:
- E-WASTE (0.00%), FIBER/CARPET (0.00%), MATTRESSES (0.057%), NON-FERROUS METAL (0.303%), PVC (0.014%), TIRES (0.000%)

### C&D

<table>
<thead>
<tr>
<th>DATE</th>
<th>SITE</th>
<th>COMPANY</th>
<th>WORK ORDER</th>
<th>WEIGHT (TONS)</th>
<th>PERCENTAGE</th>
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<tr>
<td>12/18/2019</td>
<td></td>
<td></td>
<td>399670</td>
<td>7.76</td>
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</tr>
<tr>
<td>12/31/2019</td>
<td></td>
<td></td>
<td>402648</td>
<td>9.04</td>
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### Construction & Demolition Derris (C&D)

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<th>DATE</th>
<th>SITE</th>
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<th>WORK ORDER</th>
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### Mixed Inert

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<th>DATE</th>
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### Summary of Service

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<tr>
<th>ALL MATERIALS</th>
<th>WEIGHT (TONS)</th>
<th>PERCENTAGE</th>
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<tbody>
<tr>
<td>TOTAL INCOMING</td>
<td>32.99</td>
<td>100.00%</td>
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<tr>
<td>TOTAL RECYCLED</td>
<td>29.49</td>
<td>89.38%</td>
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<tr>
<td>TOTAL RESIDUAL</td>
<td>3.50</td>
<td>10.62%</td>
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CWS is a State of California Integrated Waste Management Board approved Construction and Demolition (C&D) waste processor that achieves an average of 75% diversion for mixed C&D and 100% diversion for Inert and other source-separated materials.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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).

PRODUCER
Insurance Co.
111 STREET
CITY, CA 12345

CONTACT NAME: Jane Doe
PHONE: 123-456-7890
FAX: 123-456-7890
E-MAIL: info@insurance.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Insurance Fund
12345
INSURER B: Insurance Company
12345
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE

COVERAGES

REVISION NUMBER:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* 30 days notice for cancellation; exception: 10 days for non-payment
City of Rolling Hills and its officers, employees and agents are named as additional insured per the attached endorsement.
Project: Re-Roofing Project - 2021 Portuguese Bend Rd Rolling Hills CA 90274

CERTIFICATE HOLDER

City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

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

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