

**AMENDMENT NO. TWO TO
MAINTENANCE/REPAIR SERVICES AGREEMENT
WITH CR&R INCORPORATED
FOR REFUSE CONTAINER REMOVAL SERVICES**

THIS AMENDMENT NO. TWO TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Two") is made and entered into as of this 27th day of January, 2026 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and CR&R Incorporated, a California corporation ("Contractor"), whose address is 11292 Western Avenue, Stanton, California 90680, and is made with reference to the following:

RECITALS

- A. On March 1, 2019, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-8549-1) ("Agreement") to perform commercial refuse removal for various sites across the City ("Project").
- B. On November 12, 2025, City and Contractor entered into Amendment No. One to update the insurance requirements and to increase the total compensation because the volume of work was expected to exceed the originally anticipated budget.
- C. The parties desire to enter into this Amendment No. Two to reflect additional Services not included in the Agreement, as amended, to extend the term of the Agreement to December 31, 2029, to update Section 5.1 Contractor's Project Manager, Section 24.3 Notices, and Section 4.2 of Compensation to Contractor, and to increase the total compensation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2029, unless terminated earlier as set forth herein."

2. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Exhibit A to the Agreement, Exhibit A to Amendment No. One, and Exhibit A to this Amendment No. Two shall collectively be known as "Exhibit A." The City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. COMPENSATION TO CONTRACTOR

As of the Effective Date of this Amendment No. Two, Exhibit B to the Agreement, Schedule of Billing Rates, is amended in its entirety and replaced with Exhibit B, Schedule of Billing Rates, attached hereto and incorporated herein by this reference.

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Five Million Seven Hundred Twenty Thousand Dollars and 00/100 (\$5,720,000.00)**, without prior written amendment to the Agreement."

The total amended compensation reflects Contractor's additional compensation for additional Services to be performed in accordance with this Amendment No. Two, including all reimbursable items, in an amount not to exceed **Two Million Three Hundred Sixty Seven Thousand One Hundred Forty Dollars and 00/100 (\$2,367,140.00)**.

Section 4.2 of the Agreement hereby is amended in its entirety and replaced with the following:

"The parties acknowledge that the Waste Infrastructure System Enhancement (WISE) agreement is currently under negotiation. Once the WISE agreement (or a similar successor agreement) is fully executed and the applicable rates are formally established, Contractor shall be permitted to submit the pass-through billing rates established therein to the City's Project Manager. All such rates remain subject to the advance written approval of the City Manager or their designee, which approval shall not be unreasonably withheld.

Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the non pass-through billing rates set forth in the Schedule of Billing Rates may be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the Billing Rates in Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles-Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increase to the non pass-through billing rates, for any year where an

adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index or 2.0% of the Billing Rates in effect immediately preceding such adjustment, whichever is less. Contractor shall notify City in writing of any requests for adjustment pursuant to this Section at least thirty (30) days prior to the Effective Date of such adjustment, and provide updated billing rates. Adjusted billing rates shall be approved in writing by City prior to use."

4. PROJECT MANAGER

Section 5.1 of the Agreement is amended in its entirety and replaced with the following:

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Julie M. Barreda to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5. NOTICES

Section 24.3 of the Agreement is amended in its entirety and replaced with the following:

24.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Clifford Ronnenberg
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

6. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Two to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 1/13/26

By: *Jose Montoya for*
Aaron C. Harp
City Attorney *1.13.26 AR*

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

**CONTRACTOR: CALIFORNIA PPE
RECON, INC.,** a California corporation

Date: _____

By: _____
Clifford Ronnenberg
Chief Executive Officer

Date: _____

By: _____
David Ronnenberg
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates

EXHIBIT A

SCOPE OF SERVICES

MOD Field Maintenance Trash Route

REFUSE CONTAINER LOCATIONS AND FREQUENCY

Area	Description	Container Inventory	Addit'l Containers in Summer	Winter	Summer*	Men	Notes
Balboa Island	Marine Avenue	35		7 days	7 days	2 FT, 1PT	M - SN
Balboa Island	Bus Stops Bayside/Jamboree & Bayside/West Promontory	2		1 day	1 day		TH
CDM	PCH - Avocado to Cameo Shores (Both Sides of PCH)	40		5 days	7 days	2 FT, 1PT	M W F S SN
CDM	Poppy @ Fifth Do when you do Coast Highway	1		3 days	4 days		M W F S SN
CDM	Civic Center	16		3 days	7 days		M W F
Newport Coast	PCH - Cameo Shores to Reef Point Bus Stops	8		1 day	1 day		TH
CDM	Corona Del Mar State Beach	38	10	5 days	7 days	2 FT, 1PT	M W F S SN
CDM	Pirates Cove	3		4 days	7 days	2 FT, 1PT	M W F SN
CDM	Buck Gully	7		4 days	7 days	2 FT, 1PT	M W F S SN
CDM	China Cove	3		3 days	7 days	6 PT	M W F
CDM	Bus Stop Irvine Terrace	1		1 day	1 day		TH
Balboa Island	Balboa Island (street ends, ferry landing, 4 floats)	51		5 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M W F SN
Balboa Island	Little Island - Section/Area 5	16		4 days	7 days	2 FT, 1PT	M W F SN
Balboa Island	Martha's Starbucks	2		5 days	7 days	2 FT, 1PT	M W F S SN
Eastbay/abackbay	Back Bay Drive & Shellmaker by BBSC signs	1		1 Day	1 Day	2 FT, 1PT	TH
Eastbay/abackbay	End of Back Bay Road/trail	2		1 Day	1 Day	2 FT, 1PT	TH
Eastbay/abackbay	Across from Corona Del Mar High School	1		1 Day	2 Days	2 FT, 1PT	TH / M F
West Newport	Seashore Dr (start 58th and seashore)	24		3 days	5 days	6 PT, Sa- 1 PT, Su-2 PT	M W F S SN
West Newport	Beach Cans - Summit, Orange,Prospect 56th, 54th, 47th 40th	9		5 days	7 days	2 FT, 1PT	M W F S SN
West Newport	Beach Can - 53rd Street	1		3 days	5 days		M W F S SN
Newport	36th to 16th Street Beach boardwalk	17		5 days	7 days	6 PT	M W F S SN
Balboa	15th St to Adams on beach boardwalk	20		5 days	7 days	2 FT, 1PT	M W F S SN
Heights/Dover Shores	Dover Shores Beach	2		3 days	5 days	6 PT	M W F S SN
Heights/Dover Shores	North Star Lane	3		1 day	1 day		TH
Heights/Dover Shores	Acuatic Center	2		3 days	5 days	6 PT, Sa- 1 PT, Su-2 PT	M W F S SN
Heights/Dover Shores	Mariners Library	5		4 days	5 days	6 PT	M W F S SN
Dover Shores	Bus Stop W. Coast Hwy @ Bayshores	1		1 day	1 day		TH
Newport	Central Ave. (Elks Lodge)	3		3 days	3 days		M W F
Newport	Newport Blvd @ Via Lido and Chipotle, Von's Pavilion	4		5 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M W F S SN
Newport	32nd @ Villa Way and Lafayette	3		2 days	2 days	6 PT, Sa- 1 PT, Su-2 PT	M F
Newport	Balboa Blvd @ 23rd Str	3		7 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M - SN
Newport	Blackies Lot	33		7 days	7 days	2 FT, 1PT	M - SN
Newport	McFadden Plaza	28		7 days	7 days	2 FT, 1PT	M - SN
Newport	Newport Pier	19		7 days	7 days	2 FT, 1PT	M - SN
Newport	Stag Lot & Sharkeez	5		5 days	7 days	2 FT, 1PT	M W F S SN
Newport	20th St @ Balboa Blvd	1		4 days	5 days		M W F SN
Newport	19th Street bay beach, restrooms, float (after 7am)	14		5 days	7 days	2 FT, 1PT	M W F S SN
Newport	15th St - Bay (First Pickup)	5		7 days	7 days	2 FT, 1PT	M - SN
Newport	15th ST - Both Sides	11		4 days	5 days		M W F SN (M W F S SN)

MOD Field Maintenance Trash Route

Area	Description	Container Inventory	Addit'l Containers in Summer	Winter	Summer*	Men	Notes
Balboa	Blue can by ATT building	1		3 days	3 days	2 FT, 1PT	M W F
Balboa	Balboa Pier	19		7 days	7 days	2 FT, 1PT	M - SN
Balboa	Balboa Pier Restaurant (Ruby'S)			7 days	7 days		M - SN
Balboa	Main Street around to A Street Lot	24		7 days	7 days	2 FT, 1PT	M - SN
Balboa	Washington St End and dock	2		7 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M - SN
Balboa	Fun Zone Boardwalk	5		7 days	7 days		M - SN
Balboa	Bay Street - WASHINGTON Street Restrooms, sushi 21	4		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Newport Landing	3		7 days	7 days		M - SN
Balboa	Palm Street - Entrance to Ferry	6		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Wells Fargo Lot	7		4 days	7 days	2 FT, 1PT	M W F SN
Balboa	Palm Street	7		4 days	7 days		M W F SN
Balboa	Rendezvous Lot - Washington St to Balboa	9		5 days	7 days		M W F S SN
Balboa	Balboa Blvd - North	10		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Balboa Blvd - South	12		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Balboa Main Lot	22		5 days	7 days		M W F S SN
Balboa	Bus Depot & Ticket Booth	7		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	B Street Lot	4		5 days	7 days	2 FT, 1PT	M W F S SN
Balboa	Ocean Front Cans C, D, E, F, I, L, M street, Ocean front	7		3 days	4 days	2 FT, 1PT	M W F SN
Balboa	M Street Bay and float to B street on the bay	13		4 days	5 Days	6 PT,Su-2 PT	M W F S or SN (M W F S SN)
Balboa	Adams St to Fernando on the Bay	5		5 days	7 days	6 PT, Sa- 1 PT, Su-2 PT	M W F S SN
Balboa	Alvarado to 14th Street on the Bay	20		3 days	5 days		M W F S SN
Newport	15th Street Bay (Second Pickup)	5		7 days	7 days		M - SN
Newport	Crab Cooker and Old Russells' Surf Shop, 28th at Newport Blvd	3		3 days	5 days	6 PT	M W F S SN
Newport	Bus Stop at 32nd and Balboa	1		4 days	4 days	6 PT,Su-2 PT	M W F SN
Newport	Channel Park Restrooms + One	3		3 days	5 days	6 PT,Su-2 PT	M W F S SN
Newport	Bus Stop at 46th both sides	2		4 days	5 days	2 FT, 1PT	M W F SN
Newport	Circle K	1		4 days	5 days	6 PT	M W F SN
West Newport	Bus Stops on PCH both sides	2		4 days	4 days		M W F SN
West Newport Shores	Ceder Street @ 62nd St	1		3 days	3 days	6 PT,Su-2 PT	M W F
Hospital/Yard	Superior Hill	1		3 days	3 days	2 FT, 1PT	M W F
Hospital/Yard	Zubies	1		3 days	3 Days		M W F
Hospital/Yard	Bus Stop by Hoag	1		3 days	3 days	2 FT, 1PT	M W F
Hospital/Yard	833 W. 15th Street	1		5 days	5 days	6 PT	TU W TH F S
Newport	Marina Park** (Afternoons Only in Summer)		21	7 days	7 days		M - SN
Total Containers:		649	680			6 PT	

MOD Field Maintenance Trash Route

Area	Description	Container Inventory	Add'l Containers in Summer	Winter	Summer*	Men	Notes
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NOTE: Colors shown on the Container Inventory lists coordinate with the map in Appendix C.

*Typically, the summer period comprises **15 weeks** of the calendar year and the non-summer period comprises the remaining **37 weeks**. The City reserves the right to extend or shorten the summer period based on climate patterns or public demand. Please provide pricing accordingly.

**One of our existing contractors will be servicing these cans at Marina Park in the morning. This contract will service these cans in the afternoon everyday only in the summer months.

Please also note the insurance requirements for this Project. Any and all prices quoted should include insurance and vehicle purchasing.

EXHIBIT B

SCHEDULE OF BILLING RATES

Newport Beach - City Facility Rate Sheet

Monthly Rates effective starting 03/01/2026 at \$43.76/ton Disposal Rate

Cost shall include any and all labor, equipment, materials and supervision required to perform services described herein.

Waste Stream	Size	1x per week	2x per week	3x per week	4x per week	5x per week	6x per week	7x per week
Landfill	35gal	\$ 10.46	\$ 20.92	\$ 31.38	\$ 41.84	\$ 52.30	\$ 62.76	\$ 73.23

Rate Components

	Non-Pass Through Service		Pass Through	Monthly Rate	Weekly Rate	Per Tip Rate	Additional Pickup
	Non-Labor	Labor	Disposal				
Landfill 35gal							
1x per week	\$ 5.68	\$ 3.14	\$ 1.64	\$ 10.46	\$ 2.42	\$ 2.42	\$ 2.42
2x per week	\$ 11.36	\$ 6.28	\$ 3.28	\$ 20.92	\$ 4.83	\$ 2.42	
3x per week	\$ 17.04	\$ 9.41	\$ 4.92	\$ 31.38	\$ 7.25	\$ 2.42	
4x per week	\$ 22.72	\$ 12.55	\$ 6.57	\$ 41.84	\$ 9.66	\$ 2.42	
5x per week	\$ 28.40	\$ 15.69	\$ 8.21	\$ 52.30	\$ 12.08	\$ 2.42	
6x per week	\$ 34.08	\$ 18.83	\$ 9.85	\$ 62.76	\$ 14.49	\$ 2.42	