

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

THIS AMENDMENT NO. THREE TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. Three") 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 November 19, 2019, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-8569-1) ("Agreement") to perform maintenance and/or repair services for City consisting of commercial refuse removal ("Project").
- B. On April 4, 2024, City and Contractor entered into Amendment No. One to the Agreement ("Amendment No. One") to increase the total compensation, to update Section 5.1 of the Project Manager section and update Section 24.3 of the Notices section.
- C. On October 22, 2024, City and Contractor entered into Amendment No. Two to add additional Services not included in the Agreement, as amended, to extend the term of the Agreement to February 28, 2026, and to increase the total compensation.
- D. The parties desire to enter into this Amendment No. Three 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. COMPENSATION TO CONTRACTOR

As of the Effective Date of this Amendment No. Three, 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. Contractor's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subcontractor fees, shall not exceed **Two Million Twenty Dollars and 00/100 Cents (\$2,020,000.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

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 and subcontractor fees, in an amount not to exceed **Nine Hundred Twenty Nine Thousand Eight Hundred Eighty Two Dollars and 11/100 (\$929,882.11)**.

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

"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."

3. 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.

4. 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

5. 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. Three 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
AK

ATTEST:

Date: _____

By: _____
Lena Shumway
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Lauren Kleiman
Mayor

**CONTRACTOR: CR&R Incorporated, a
California corporation**

Date: _____

By: _____
Clifford Ronnenberg
Chief Executive Officer

Date: _____

By: _____
David Ronnenberg
Secretary

[END OF SIGNATURES]

Attachments: Exhibit B – Schedule of Billing Rates

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.

40-Yard Roll-Off Bin Rates - Recurrent and as-needed

Cost per haul: \$265.30

Cost. per ton: \$98.84

*Maximum of 10 tons per 40yd

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	4yd	\$ 136.51	\$ 266.70	\$ 354.32	\$ 472.11	\$ 538.03	\$ 655.83	\$ 818.24
Landfill	3yd	\$ 128.04	\$ 196.89	\$ 266.08	\$ 340.57	\$ 405.44	\$ 472.80	\$ 650.56
Landfill	96gal	\$ 26.01	\$ 52.02	\$ 78.03	\$ 104.04	\$ 130.05	\$ 156.06	
Landfill	60gal	\$ 24.97	\$ 49.94	\$ 74.91	\$ 99.88	\$ 124.85	\$ 149.82	
Landfill	35gal	\$ 23.93	\$ 47.86	\$ 71.79	\$ 95.72	\$ 119.65	\$ 143.58	
Recycle	4yd	\$ 116.03	\$ 226.69	\$ 301.17	\$ 401.30	\$ 457.33	\$ 557.45	\$ 695.51
Recycle	3yd	\$ 108.84	\$ 167.35	\$ 226.17	\$ 289.49	\$ 344.63	\$ 401.88	\$ 552.98
Recycle	96gal	\$ 22.11	\$ 44.22	\$ 66.33	\$ 88.43	\$ 110.54	\$ 132.65	
Recycle	60gal	\$ 21.22	\$ 42.45	\$ 63.67	\$ 84.90	\$ 106.12	\$ 127.34	
Recycle	35gal	\$ 20.34	\$ 40.68	\$ 61.02	\$ 81.36	\$ 101.70	\$ 122.04	
Organics	60gal	\$ 40.90	\$ 81.80	\$ 122.69	\$ 163.59	\$ 204.49	\$ 245.39	
Organics	35gal	\$ 25.29	\$ 50.58	\$ 75.88	\$ 101.17	\$ 126.46	\$ 151.75	

Rate Components

	Non-Pass Through Service		Pass Through Disposal	Monthly Rate	Weekly Rate	Per Tip Rate	Additional Pickup
	Non-Labor	Labor					
Landfill 4yd							
1x per week	\$ 57.66	\$ 40.95	\$ 37.90	\$ 136.51	\$ 31.53	\$ 31.53	\$ 31.53
2x per week	\$ 110.89	\$ 80.01	\$ 75.79	\$ 266.70	\$ 61.59	\$ 30.80	
3x per week	\$ 134.33	\$ 106.30	\$ 113.69	\$ 354.32	\$ 81.83	\$ 27.28	
4x per week	\$ 178.89	\$ 141.63	\$ 151.58	\$ 472.11	\$ 109.03	\$ 27.26	
5x per week	\$ 187.14	\$ 161.41	\$ 189.48	\$ 538.03	\$ 124.26	\$ 24.85	
6x per week	\$ 231.70	\$ 196.75	\$ 227.38	\$ 655.83	\$ 151.46	\$ 25.24	
7x per week	\$ 307.50	\$ 245.47	\$ 265.27	\$ 818.24	\$ 188.97	\$ 27.00	
Landfill 3yd							
1x per week	\$ 61.21	\$ 38.41	\$ 28.42	\$ 128.04	\$ 29.57	\$ 29.57	\$ 29.57
2x per week	\$ 80.98	\$ 59.07	\$ 56.84	\$ 196.89	\$ 45.47	\$ 22.74	
3x per week	\$ 100.99	\$ 79.82	\$ 85.27	\$ 266.08	\$ 61.45	\$ 20.48	
4x per week	\$ 124.71	\$ 102.17	\$ 113.69	\$ 340.57	\$ 78.65	\$ 19.66	
5x per week	\$ 141.70	\$ 121.63	\$ 142.11	\$ 405.44	\$ 93.64	\$ 18.73	
6x per week	\$ 160.43	\$ 141.84	\$ 170.53	\$ 472.80	\$ 109.19	\$ 18.20	
7x per week	\$ 256.44	\$ 195.17	\$ 198.95	\$ 650.56	\$ 150.25	\$ 21.46	
Landfill 96gal							

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week

Landfill 60gal

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week

Landfill 35gal

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week

Recycle 4yd

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week
7x per week

Recycle 3yd

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week
7x per week

Recycle 96gal

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week

Recycle 60gal

1x per week
2x per week
3x per week

\$ 13.70	\$ 7.80	\$ 4.50	\$ 26.01	\$ 6.01	\$ 6.01	\$ 6.01
\$ 27.41	\$ 15.61	\$ 9.01	\$ 52.02	\$ 12.01	\$ 6.01	
\$ 41.11	\$ 23.41	\$ 13.51	\$ 78.03	\$ 18.02	\$ 6.01	
\$ 54.82	\$ 31.21	\$ 18.01	\$ 104.04	\$ 24.03	\$ 6.01	
\$ 68.52	\$ 39.02	\$ 22.51	\$ 130.05	\$ 30.03	\$ 6.01	
\$ 82.23	\$ 46.82	\$ 27.02	\$ 156.06	\$ 36.04	\$ 6.01	
\$ 14.66	\$ 7.49	\$ 2.81	\$ 24.97	\$ 5.77	\$ 5.77	\$ 5.77
\$ 29.33	\$ 14.98	\$ 5.63	\$ 49.94	\$ 11.53	\$ 5.77	
\$ 43.99	\$ 22.47	\$ 8.44	\$ 74.91	\$ 17.30	\$ 5.77	
\$ 58.66	\$ 29.96	\$ 11.26	\$ 99.88	\$ 23.07	\$ 5.77	
\$ 73.32	\$ 37.45	\$ 14.07	\$ 124.85	\$ 28.83	\$ 5.77	
\$ 87.99	\$ 44.95	\$ 16.88	\$ 149.82	\$ 34.60	\$ 5.77	
\$ 15.11	\$ 7.18	\$ 1.64	\$ 23.93	\$ 5.53	\$ 5.53	\$ 5.53
\$ 30.22	\$ 14.36	\$ 3.28	\$ 47.86	\$ 11.05	\$ 5.53	
\$ 45.33	\$ 21.54	\$ 4.92	\$ 71.79	\$ 16.58	\$ 5.53	
\$ 60.44	\$ 28.72	\$ 6.57	\$ 95.72	\$ 22.11	\$ 5.53	
\$ 75.54	\$ 35.89	\$ 8.21	\$ 119.65	\$ 27.63	\$ 5.53	
\$ 90.65	\$ 43.07	\$ 9.85	\$ 143.58	\$ 33.16	\$ 5.53	
\$ 49.01	\$ 34.81	\$ 32.21	\$ 116.03	\$ 26.80	\$ 26.80	\$ 26.80
\$ 94.26	\$ 68.01	\$ 64.42	\$ 226.69	\$ 52.35	\$ 26.18	
\$ 114.18	\$ 90.35	\$ 96.64	\$ 301.17	\$ 69.55	\$ 23.18	
\$ 152.06	\$ 120.39	\$ 128.85	\$ 401.30	\$ 92.68	\$ 23.17	
\$ 159.07	\$ 137.20	\$ 161.06	\$ 457.33	\$ 105.62	\$ 21.12	
\$ 196.95	\$ 167.24	\$ 193.27	\$ 557.45	\$ 128.74	\$ 21.46	
\$ 261.37	\$ 208.65	\$ 225.48	\$ 695.51	\$ 160.63	\$ 22.95	
\$ 52.03	\$ 32.65	\$ 24.16	\$ 108.84	\$ 25.14	\$ 25.14	\$ 25.14
\$ 68.83	\$ 50.21	\$ 48.32	\$ 167.35	\$ 38.65	\$ 19.32	
\$ 85.84	\$ 67.85	\$ 72.48	\$ 226.17	\$ 52.23	\$ 17.41	
\$ 106.01	\$ 86.85	\$ 96.64	\$ 289.49	\$ 66.86	\$ 16.71	
\$ 120.45	\$ 103.39	\$ 120.79	\$ 344.63	\$ 79.59	\$ 15.92	
\$ 136.36	\$ 120.56	\$ 144.95	\$ 401.88	\$ 92.81	\$ 15.47	
\$ 217.97	\$ 165.89	\$ 169.11	\$ 552.98	\$ 127.71	\$ 18.24	
\$ 11.65	\$ 6.63	\$ 3.83	\$ 22.11	\$ 5.11	\$ 5.11	\$ 5.11
\$ 23.30	\$ 13.27	\$ 7.65	\$ 44.22	\$ 10.21	\$ 5.11	
\$ 34.95	\$ 19.90	\$ 11.48	\$ 66.33	\$ 15.32	\$ 5.11	
\$ 46.60	\$ 26.53	\$ 15.31	\$ 88.43	\$ 20.42	\$ 5.11	
\$ 58.24	\$ 33.16	\$ 19.14	\$ 110.54	\$ 25.53	\$ 5.11	
\$ 69.89	\$ 39.80	\$ 22.96	\$ 132.65	\$ 30.64	\$ 5.11	
\$ 12.46	\$ 6.37	\$ 2.39	\$ 21.22	\$ 4.90	\$ 4.90	\$ 4.90
\$ 24.93	\$ 12.73	\$ 4.78	\$ 42.45	\$ 9.80	\$ 4.90	
\$ 37.39	\$ 19.10	\$ 7.18	\$ 63.67	\$ 14.70	\$ 4.90	

4x per week
5x per week
6x per week

Recycle 35gal

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week

Organics 60gal

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week

Organics 35gal

1x per week
2x per week
3x per week
4x per week
5x per week
6x per week

\$ 49.86	\$ 25.47	\$ 9.57	\$ 84.90	\$ 19.61	\$ 4.90	
\$ 62.32	\$ 31.84	\$ 11.96	\$ 106.12	\$ 24.51	\$ 4.90	
\$ 74.79	\$ 38.20	\$ 14.35	\$ 127.34	\$ 29.41	\$ 4.90	
\$ 12.84	\$ 6.10	\$ 1.40	\$ 20.34	\$ 4.70	\$ 4.70	\$ 4.70
\$ 25.69	\$ 12.20	\$ 2.79	\$ 40.68	\$ 9.39	\$ 4.70	
\$ 38.53	\$ 18.31	\$ 4.19	\$ 61.02	\$ 14.09	\$ 4.70	
\$ 51.37	\$ 24.41	\$ 5.58	\$ 81.36	\$ 18.79	\$ 4.70	
\$ 64.21	\$ 30.51	\$ 6.98	\$ 101.70	\$ 23.49	\$ 4.70	
\$ 77.06	\$ 36.61	\$ 8.37	\$ 122.04	\$ 28.18	\$ 4.70	
\$ 10.75	\$ 12.27	\$ 17.88	\$ 40.90	\$ 9.45	\$ 9.45	\$ 9.45
\$ 21.50	\$ 24.54	\$ 35.75	\$ 81.80	\$ 18.89	\$ 9.45	
\$ 32.25	\$ 36.81	\$ 53.63	\$ 122.69	\$ 28.34	\$ 9.45	
\$ 43.01	\$ 49.08	\$ 71.51	\$ 163.59	\$ 37.78	\$ 9.45	
\$ 53.76	\$ 61.35	\$ 89.39	\$ 204.49	\$ 47.23	\$ 9.45	
\$ 64.51	\$ 73.62	\$ 107.26	\$ 245.39	\$ 56.67	\$ 9.45	
\$ 7.28	\$ 7.59	\$ 10.43	\$ 25.29	\$ 5.84	\$ 5.84	\$ 5.84
\$ 14.55	\$ 15.18	\$ 20.86	\$ 50.58	\$ 11.68	\$ 5.84	
\$ 21.83	\$ 22.76	\$ 31.29	\$ 75.88	\$ 17.52	\$ 5.84	
\$ 29.10	\$ 30.35	\$ 41.71	\$ 101.17	\$ 23.36	\$ 5.84	
\$ 36.38	\$ 37.94	\$ 52.14	\$ 126.46	\$ 29.21	\$ 5.84	
\$ 43.66	\$ 45.53	\$ 62.57	\$ 151.75	\$ 35.05	\$ 5.84	