

**ADDENDUM TO  
CONSTRUCTION SERVICES CONTRACT NO. 4227757  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
SRP**

THIS ADDENDUM (“Addendum”) dated \_\_\_\_\_, 2026, modifies the Construction Services Contract No. 4227757 (the “Contract”), executed contemporaneously with this Addendum and entered into between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (“SRP”).

AGREEMENT

1. Effect of Addendum. Except as expressly modified by the provisions of this Addendum, the Contract shall continue in full force and effect. The capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Contract. The sections of the Contract that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. If any inconsistencies exist between the terms of this Addendum and the Contract, this Addendum shall control. This Addendum is hereby incorporated by reference into the Contract.

2. Modifications to the Contract.

2.1 Sections 7 and 10 of the Terms and Conditions of the Contract are amended as follows (**additions; deletions**):

7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, (“Municipality Work”), then all Municipality Work shall conform to SRP’s standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or ~~Municipality provided~~ facility **provided by Municipality for the Municipality Project**. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP’s Survey Department will reset the offset staked at Municipality’s expense. Any inspection by SRP shall not be deemed an approval of any Municipality-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.

10. Municipality shall permit SRP to inspect, at any time, any ~~Municipality provided~~ facility **provided by Municipality for the Municipality Project**. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver

by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.

2.2 The following provisions are hereby added to the Terms and Conditions of the Contract as additional paragraphs:

17. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, the parties and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract. Municipality retains the legal right to randomly inspect the papers and records of SRP and its subcontractors who work on this Contract to ensure that SRP and its subcontractors are complying with the above-mentioned warranty.

18. Contract Subject to Appropriation. Municipality is only obligated to pay its obligations set forth in this Contract as may lawfully be made from funds appropriated and budgeted for that purpose during Municipality's then-current fiscal year. Municipality's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of Municipality concerning budgeted purposes and appropriation of funds. Should Municipality elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and Municipality shall be relieved of any subsequent obligation under this Contract. The parties agree that Municipality has no obligation or duty of good faith to budget or appropriate the payment of Municipality's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. Municipality shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. Municipality shall keep SRP informed as to the availability of funds for this Contract. The obligation of Municipality to make any payment pursuant to this Contract is not a general obligation or indebtedness of Municipality. SRP hereby waives any and all rights to bring any claim against Municipality from or relating in any way to Municipality's termination of this Contract pursuant to this section. Notwithstanding the foregoing, Municipality shall remain responsible for any services provided by SRP prior to its receipt of notice of such non-appropriation.

19. Applicability. These Terms and Conditions only apply as and to the extent that they are applicable to the Construction Services Contract (No. 4225482) to which they are attached.

20. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Contract will promptly be physically amended to make such insertion or correction.

21. Counterparts. This Contract may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

3. Conflicts of Interest. This Addendum is subject to A.R.S. § 38-511.

4. Counterparts. This Addendum may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date and year first set forth above.

**“Municipality”**

**“SRP”**

TOWN OF PARADISE VALLEY,  
an Arizona municipal corporation

SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT

\_\_\_\_\_  
Andrew Ching, Town Manager

\_\_\_\_\_  
William Howard

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC