

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
TDINDUSTRIES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into upon execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) TDIndustries, Inc., a Texas corporation (the “Vendor”).

RECITALS

A. The Town issued Requests for Proposals (RFP) No. 2025-027 (the “RFP”), a copy of which is on file with the Town and incorporated herein by reference, seeking bids for Job Order Contract Plumbing (the “Services”).

B. The Vendor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an Agreement with the Vendor to perform the Services, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of execution and attested to by the Town Clerk pursuant to Section 3-3-31 of the Town Code, and shall remain in full force and effect until June 30, 2027 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up four successive one-year terms (the “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Vendor’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and the Renewal Term are collectively referred to herein

as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services as set forth in Exhibit B and incorporated herein by reference. Services shall only be provided when the Town identifies a need and proper authorization and documentation have been approved. For project(s) determined by the Town to be appropriate for this Agreement, the Vendor shall provide the Services to the Town on an as-required basis relating to the specific Services as may be agreed upon between the parties in writing, in the form of a written acknowledgment between the parties describing the Services to be provided (each, a “Work Order”). Each Work Order issued for Services pursuant to this Agreement shall be (i) in the form provided and approved by the Town for the Services, (ii) contain a reference to this Agreement and (iii) be attached to hereto as Exhibit C and incorporated herein by reference. By signing this Agreement, Vendor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. The Town does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The Town shall pay the Vendor an amount not to exceed **\$150,000** per Term at the rates set forth in the Proposal.

4. Payments. The Town shall pay the Vendor monthly (and the Vendor shall invoice the Town monthly), based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All invoices and statements shall be emailed to accountspayable@fountainhillsaz.gov. This Agreement must be referenced on all invoices. Town Finance will not disburse any payments to Vendors without a valid business license, as applicable.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire Town residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Vendor's performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The Town has no obligation to provide Vendor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Vendor.

9. Performance Warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, breach of contract, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Vendor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Vendor from,

nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Vendor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured; the Town's insurance shall be non-contributory and a waiver of subrogation against the Town shall apply.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting the Town and Vendor. Vendor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Vendor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Vendor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Vendor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Vendor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Vendor engages in any professional services or work in any way related to performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Vendor of written notice by the Town. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Vendor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Vendor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Vendor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Vendor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Vendor meets the requirements as agreed in Section 2 above and in Exhibit A. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Vendor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Vendor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and

Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Vendor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement 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 Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

13.9 Subcontracts. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Vendor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Vendor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Vendor from any

responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Vendor any amounts Vendor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Rachael Goodwin, Town Manager

With copy to: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Jennifer Wright, Town Attorney

If to Vendor: TDIndustries, Inc.
1888 E. Broadway Rd.
Tempe, Az. 85282
Attn: Chris Senkow

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Agreement. Persons requesting such information should be referred to the Town. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 13.17 below, Vendor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements

under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Vendor also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved invoices, and the RFP, and the Proposal, the documents shall govern in the order listed herein.

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Vendor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

FOR THE TOWN OF FOUNTAIN HILLS:

Town Manager

ATTESTED TO:

Town Clerk



APPROVED AS TO FORM:

Town Attorney

FOR THE VENDOR:

By:

Name _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
TDINDUSTRIES, INC.

[Vendor's Proposal]

See following pages.



Town of Fountain Hills
Admin-Procurement
Robert Durham, Procurement Administrator
16705 E. Avenue of the Fountains, Fountain Hills, AZ 85268

[TDINDUSTRIES INC] RESPONSE DOCUMENT REPORT

RFP No. RFP-2025-027

JOC Plumbing

RESPONSE DEADLINE: November 13, 2025 at 5:00 pm

Report Generated: Monday, March 2, 2026

TDIndustries Inc Response

CONTACT INFORMATION

Company:

TDIndustries Inc

Email:

chris.senkow@tdindustries.com

Contact:

Chris Senkow

Address:

1888 E Broadway Rd, Tempe, AZ 85282

Tempe, AZ 85282

Phone:

(480) 365-8175

Website:

<https://www.tdindustries.com/>

Submission Date:

Nov 10, 2025 7:39 AM (Mountain Time - Arizona)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Certification

By confirming questions under this section, the Vendor certifies:

NO COLLUSION*

Pass

The submission of the Proposal did not involve collusion or other anti-competitive practices.

Confirmed

NO GRATUITY*

Pass

It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Assistant Town Managers, Department Heads, and other Town staff. All contact must be addressed to the Town's Procurement Agent, except for questions submitted as set forth in Subsection 1.4 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

Confirmed

FINANCIAL STABILITY*

Pass

It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

Confirmed

NO SIGNATURE/FALSE OR MISLEADING STATEMENT*

Pass

The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

Confirmed

PROFESSIONAL SERVICES AGREEMENT*

Pass

In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

Confirmed

REFERENCE CHECKS*

Pass

References will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the Town to verify references shall result in the Proposal being considered non-responsive.

Confirmed

2. Vendor Proposal

GENERAL INFORMATION*

Pass

- A. One page cover letter as described in the section titled ["RFP Submission Process"](#), the subsection titled "Required Submittal".
- B. Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.
- D. Provide a general description of the Vendor's organization, including years in business.
- E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.
- F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

2.1_Fountain_Hills_RFP-2025-027_JOC_Plumbing_TDIIndustries.pdf

EXPERIENCE AND QUALIFICATIONS OF THE VENDOR*

Pass

- A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town, specifically relating experience with respect to JOC Plumbing.
- B. Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:
 - 1. Name of company or organization.
 - 2. Contact name.
 - 3. Contact address, telephone number and e-mail address.
 - 4. Type of services provided.
 - 5. Dates of contract initiation and expiration.

2.2_Fountain_Hills_RFP-2025-027_JOC_Plumbing_TDIndustries.pdf

KEY POSITIONS*

Pass

- A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed project manager and project staff.
- B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.
- C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.
- D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

2.3_Fountain_Hills_RFP-2025-027_JOC_Plumbing_TDIndustries.pdf

PROJECT APPROACH*

Pass

- A. Describe the Vendor's approach to performing the required Services in the section titled [Scope of Work](#), and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.
- B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the Town. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the Town's Representatives.

2.4_Fountain_Hills_RFP-2025-027_JOC_Plumbing_TDIndustries.pdf

PRICING*

Pass

2.5_Fountain_Hills_RFP-2025-027_JOC_Plumbing_TDIndustries.pdf

W-9

Pass

W-9_TDIndustries_Inc.pdf

DOES THE BID CONTAIN ANY CONFIDENTIAL INFORMATION?*

Pass

Please clearly mark any confidential information.

No



At the Heart of Your Building

RFP-2025-027
JOC Plumbing Services
November 13, 2025

2.1 GENERAL INFORMATION



Submitted by

Chris Senkow
chris.senkow@tdindustries.com
Ph: (480) 365-8175



TD Industries, Inc.
1888 East Broadway Road
Tempe, AZ 85282
tdindustries.com

TABLE OF CONTENTS

COVER LETTER.....2

COMPANY OVERVIEW3

COMPANY RESOURCES.....3

TD SERVICE AND MAINTENANCE3

 FORMER PROPERTIES/CLIENTS 4

 THE TD ADVANTAGE.....5

 LEGAL STATEMENT 5

COVER LETTER

November 13, 2025

Rob Durham
Procurement Administrator
Fountain Hills
16705 Avenue of the Fountains
Fountain Hills, AZ 85268

Dear Mr. Durham,

TDIndustries is pleased to submit our proposal for JOC Plumbing Services to the Town of Fountain Hills (Town).

With more than 79 years in mechanical construction and a strong regional presence, TD is well-positioned to deliver responsive, reliable plumbing services to all designated Town facilities. Our Arizona office, which opened in 2001, is familiar with the needs of the Town and ready to provide exceptional support. Our team of more than 3,100 employees in 14 offices across the Southwest delivers service and technical excellence. Our skilled trades group includes more than 2,100 technicians specializing in plumbing, electrical, HVAC, mechanical, refrigeration and controls. We operate a 24/7 call center staffed by TD employees, ready to coordinate all service needs and respond to emergencies within four hours of notification.

TDIndustries has valuable experience completing urgent projects such as troubleshooting water supply issues, sewer blockages, replacing piping, addressing emergency leaks and safety hazards. We have the resources and expertise to finish all projects on time, within budget and to the highest quality standards. Our truck-based service teams handle all project types including electrical, HVAC, plumbing, controls, mechanical engineering and preconstruction. Our in-house capabilities and commitment to self-performance ensure outstanding work and cost efficiency.

We value the opportunity to serve Fountain Hills as a trusted partner and submit this proposal for your consideration. Thank you for your time.

Sincerely,
TDIndustries, Inc.



Clint Allen, Vice President

Town of Fountain Hills single point of contact:

Chris Senkow, C.E.M.
Account Manager
1888 East Broadway Road
Tempe, AZ 85282
(480) 365-8175
chris.senkow@tdindustries.com



COMPANY OVERVIEW

TDIndustries is an employee-owned corporation established in 1946 in a small warehouse in downtown Dallas, Texas. We are proud to be one of the largest mechanical contractors in the country. We deliver a comprehensive approach across the entire life-cycle of a facility from design-build engineering and construction to service and maintenance to on-site facilities management.

TD is currently ranked No. 13 on ENR's Top 50 mechanical firms list. TD ranks No. 13 overall on the ABC Top 250 Performers list, as well as No. 6 on their Top Trade Contractors list and No. 1 on the Top Plumbing and HVAC Contractors list. With more than 3,100 employees at TD with specialized skills in the construction and service of plumbing and HVAC systems, we utilize our own workforce as our general source of labor.

COMPANY RESOURCES

Years in Business: **79 Years**
 # of Employees: **3,100+**
 Revenue 2024: **\$939 Million**
 # of Professional Engineers: **17**
 # Service Fleet Vehicles: **1,057**

TD SERVICE AND MAINTENANCE

TD full systems mechanical service and maintenance group provides expert electrical, HVAC, plumbing and controls technicians on call, 24 hours a day, 7 days per week.



EXPERT OFFERINGS

- Mechanical Service
- HVAC/R Service
- Electrical Service
- Plumbing Service
- Building Automation and Controls
- Fire-Life Safety
- Indoor Air Quality
- Energy Savings Solutions
- Planned Maintenance and Service
- Facilities Maintenance
- Mechanical Construction
- TD Call Center staffed with a live person 24 hours per day/7 days per week



THE TDINDUSTRIES WAY

LISTENING: Placing the emphasis upon listening effectively to your needs ensures a true understanding of expectations.

COLLABORATING: Delivering connected ideas resulting in fresh, value-added solutions while improving the speed of delivery.

INNOVATING: Empowering TD people to think collaboratively, critically, question relentlessly and act boldly.

#1 TOP PLUMBING /
HVAC CONTRACTOR

#6 TOP TRADE CONTRACTOR

#13 TOP 250 PERFORMERS



#17
TOP
GOVERNMENT
CONTRACTOR

SAFETY AWARDS

TDIndustries continues to be acknowledged as a leader in safety at the local, regional and national levels. The company's Safety Culture was recognized by both AGC and ABC in the recent years for the following:

- 2025 AGC First Place Construction Safety Excellence Award
- 2024 ABC National Safety Excellence Award
- 2023 ABC National Safety Excellence Award
- 2023 AGC Third Place Construction Safety Excellence Award
- 2022 ABC National Safety Pinnacle Award
- 2022 AGC Second Place Construction Safety Excellence Award



**AGC CONSTRUCTION SAFETY
CHAMPION OF THE YEAR**
SPONSORED BY *Milwaukee*



Corporate Information



TDIndustries, Inc. is a Texas corporation.

Tax ID 26-0464612

We opened our first Arizona office in 2001.

Arizona Licenses



Mechanical Engineering:
Reg Number: 10460-FIRM

ROC264254-C-74
ROC323889-CR-11
ROC246533-C-39
ROC246535-C-37

TD Headquarters



13850 Diplomat Drive
Dallas, TX 75234

TD Local Office



1888 East Broadway Road
Tempe, AZ 85282

FORMER PROPERTIES/CLIENTS

1. Optima Camelview Village

Dates of Service: 2018 - 2024

Project Size: This complex is built on a 13-acre site, 11 interconnected, terraced buildings, each up to seven stores tall. Total units 720.

Contact: Dan DeVary | ddevary@associatedasset.com

Reason: After our project leadership changed, the customer chose to follow our team to their new company.

2. Starbucks Coffee (jetting maintenance contract)

Dates of Service: 2015 - 2025

Project Size: Total contract 150+ locations around Phoenix Valley

Contact: James Cox | jacox@starbucks.com

Reason: The jetting maintenance and pumping services no longer fit the scope of work we intend to pursue through our contracts.

THE TD ADVANTAGE

TDIndustries is exceptionally qualified to provide expert plumbing services on a per project basis for Fountain Hills. We set ourselves apart from other providers with these key differentiators:

- **Local Presence, Local Ownership.** TD established its Arizona presence in 2001 and operates offices in Tempe and Tucson. With a dedicated team of local technicians, a fleet of service vehicles and access to additional resources, TD is equipped to handle large-scale and complex projects. This robust local infrastructure ensures prompt response times and high-quality services to effectively protect customer assets.
- **Technical Expertise.** TD not only employs highly skilled and certified trades craftsmen and technicians, but also grows and develops its own workforce, beginning with high school recruiting programs and continuing with support of local skilled trades education institutions. This approach allows TD to recruit and train a competitive workforce. TD employs an in-house organizational development team focused on developing skilled facilities professionals of all levels.
- **Complete Mechanical Service Provider.** TD is a mechanical services provider that supports customers with equipment maintenance, repair or replacement, mechanical construction and renovation projects, as well as engineering services. We are unique in the industry in being able to provide this variety of services. TD clients benefit by having one contact to support all their facility needs.

With more than 180 available craft and service technicians, TD is well equipped to meet Fountain Hills plumbing needs efficiently and effectively.

For Fountain Hills, TD dedicated team ensures all maintenance and repairs are completed safely, on schedule and within budget, with minimal disruptions to staff, residents or visitors. We consistently deliver expert service and value and welcome the opportunity to support your town's ongoing operations.

LEGAL STATEMENT

TDIndustries, Inc. is a party to a number of routine legal proceedings arising out of the ordinary course of business. In the opinion of management, the resolution of these proceedings will not have a material adverse effect on the financial position or results of operations of the company.

TD offers comprehensive plumbing services, repairs and replacements. Our licensed technicians deliver reliable solutions with minimal disruption to Fountain Hill operations, ensuring safety and expertise in every job.



At the Heart of Your Building

RFP-2025-027
JOC Plumbing Services
November 13, 2025

2.2 EXPERIENCE & QUALIFICATIONS



Submitted by

Chris Senkow
chris.senkow@tdindustries.com
Ph: (480) 365-8175



TD Industries, Inc.
1888 East Broadway Road
Tempe, AZ 85282
tdindustries.com

TABLE OF CONTENTS

JOC RELEVANT EXPERIENCE2

PLUMBING WORK EXPERIENCE3

 CITY OF CHANDLER | CHANDLER, AZ 3

 CHANDLER REGIONAL MEDICAL CENTER | CHANDLER, AZ 4

 CITY OF GLENDALE | GLENDALE, AZ 5

 CAMELBACK RANCH BASEBALL STADIUM | PHOENIX, AZ 6

JOC RELEVANT EXPERIENCE

As one of the leading mechanical contractors in the Southwest, TDIndustries excels at completing job order contracts on time, within budget and of the highest quality. With offices in Phoenix and Tucson, we provide comprehensive services across Arizona for a wide range of clients including school districts, universities, municipalities and other governmental entities. We have the capacity and resources to support a wide range of projects regardless of scope or complexity.

Over the past five years TD has performed \$109M of work with multiple JOC customers across Texas and Arizona. The following is a representative list of JOC contracts performed in Arizona through TDIndustries' primary contracting agencies over the last five years.

Contracting Agency	Contract Duration	Agency Contact	Total Contract Price
Mohave Cooperative	Sept. 2024-Ongoing	Melissa Jimenez, Contract Specialist 520-888-3957	\$5,515,142
University of Arizona	2022-Ongoing	Christopher Kopach, Associate VP 520-621-2211	\$5,420,685
OMNIA	July 2022-Ongoing	Scott Albin, Region Manager, Higher Education – West OMNIA Partners, Public Sector 469-744-8402 scott.albin@omniapartners.com	\$3,753,706

TDIndustries is proud of its strong track record in providing job order contracting services for municipalities, backed by a dedicated service team whose expertise and commitment ensure projects are completed correctly the first time. Our local staff is highly experienced, fully trained and certified, and we self-perform most of our work to maintain high standards. This commitment to performance and our focus on excellence have earned us recognition as one of the nation's top government contractors, ranked No. 17. Our team is passionate about delivering reliable results that help communities thrive.

PLUMBING WORK EXPERIENCE

The following describe recent projects similar in size and scope to the Town of Fountain Hills plumbing services.

CITY OF CHANDLER | CHANDLER, AZ

ROLE

Facilities
Management
Services

CONTRACT VALUE

\$500,000 (annual
estimate contract)

PROJECT SCHEDULE

2016 - Present

PROJECT

REPRESENTATIVE

Kathy Nichols
Facilities Project
Manager
City of Chandler
(602) 571-7760
kathy.nichols@chan
dleraz.gov



PROJECT DESCRIPTION

TD has delivered comprehensive plumbing and mechanical services for the City of Chandler since 2016, supporting more than 40 municipal locations with planned maintenance, repairs and reliable HVAC solutions. Our services include expert care for boilers, chillers, towers, pumps and related systems, as well as package, split and CRAC units. We conduct annual and semi-annual boiler inspections at critical facilities such as the main police department, Chandler Desert Breeze police department, IT building and Tumbleweed recreation center, servicing Raypak, RBI, Laars and Lochinvar boilers.

Recently, at the **Main Police Department**, TD completed a **Boiler Room and Chiller Room Pump Project** that demonstrates our commitment to quality and efficiency. In the boiler room, our team supplied and installed two motors, two 5-HP water pumps, strainers, butterfly valves, check valves, a new fill station and gauges. We performed precise re-piping using T-joints or unions and insulated pump houses for durability and easy maintenance. In the central plant's chiller room, we refurbished the primary chilled water pump system, providing new or rebuilt components as needed. Our scope included installing primary and secondary chilled water pumps, isolation valves, strainers, check valves and motors, along with the removal and replacement of the pot feeder. All connections were secured and made accessible for seamless future service.

TD's hands-on approach ensures city facilities receive dependable plumbing and mechanical solutions, supporting safe, comfortable environments for staff and the public while reflecting our dedication to service and technical excellence.

CHANDLER REGIONAL MEDICAL CENTER | CHANDLER, AZ

ROLE

DB Mechanical and
Plumbing
Contractor

PROJECT SIZE

215,000 SF

CONTRACT VALUE

\$20,000,000

PROJECT SCHEDULE

October 2017 -
May 2021

PROJECT REPRESENTATIVE

Dave Reinhart,
MEP
Precon Manager
McCarthy
Construction
(602) 980-6367
dreinhardt@mccart
hy.com



PROJECT DESCRIPTION

TDIndustries collaborated with McCarthy Construction on this project for Dignity Health. The mechanical scope included 96 inpatient beds, modifications of the central plant and the addition of a 4-story parking garage. The preconstruction and design services were estimated at \$1.2 million, with the rest of the budget allocated to completion of the project. The extensive use of Lean tools, such as pull planning throughout the design process, was essential in maintaining our scheduled deliverables. Mechanical work included the addition of three cooling towers, a steam boiler, med gases and air compressors. The CUP expansion included three (3) 500-ton chillers, N+1.

CITY OF GLENDALE | GLENDALE, AZ

ROLE

Facilities
Management
Services

CONTRACT VALUE

please see specific
project details for
per job values

PROJECT SCHEDULE

2021 - Present

PROJECT

REPRESENTATIVE

Jeff Kolb
City of Glendale
(623) 910-3329
jkolb@glendaleaz.gov



PROJECT DESCRIPTION

Since 2021, TD has provided on-demand services for the City of Glendale. Our team handles a variety of maintenance needs, with a focus on timely and effective solutions. TD provides a wide range of services across a range of facilities. These efforts help keep city facilities running smoothly and support community well-being. Recent plumbing projects include:

- **Foothills Aquatic and Recreation Center (FRAC):** TD provided underground backflow services for irrigation leak. Completed June 5, 2025, project value \$1,536.89 (OMNIA)
- **La Buena Vida Park Irrigation Leak Repair:** TD replaced components and performed backflow testing. Completed May 19, 2025, project value \$2,451.05 (OMNIA)
- **Heroes Park Irrigation Leak Repair:** TD replaced components and performed backflow testing. Completed June 5, 2025, project value \$2,956.50 (OMNIA)

CAMELBACK RANCH BASEBALL STADIUM | PHOENIX, AZ

ROLE

Facilities
Management
Services

CONTRACT VALUE

please see specific
project details for
per job values

PROJECT SCHEDULE

2022 - Present

PROJECT

REPRESENTATIVE

Jason Miller
Camelback Spring
Training, LLC
(847) 321-0987
jmillier@camelbackr
anchbaseball.com



PROJECT DESCRIPTION

Since 2021, TD has delivered ongoing on-demand and contracted services for the Camelback Ranch Baseball Stadium. TD's team provides a broad spectrum of solutions, including repair, replacement preventative maintenance and inspections for plumbing, boiler and HVAC systems.

TD's plumbing experience is demonstrated through specialized services such as backflow inspections, gas water heater evaluations, wastewater system repairs, boiler replacements, pipeline camera inspections and fixture upgrades. These capabilities are highlighted in several key projects:

- **Men's First Base Waste Line:** TD excavated a 5-by5-foot hole to a depth of 6.5 feet, removed a section of pipe plagued by root intrusion and installed four feet of new piping with secure new bands. Completed October 13, 2025, project value \$18,495.79 (OMNIA)
- **Building D Faucet Repair:** TD performed diagnostic plumbing repairs, including examination of the faucet, replacement of the P-trap, installation of a new faucet and cycle adjustment. Completed March 3, 2025, project value \$1,127.53 (demand service)
- **Building L Boiler Replacements:** TD removed two PVI boilers and replaced with 1000 MBTUH Raypak CFIIRE, installed new ASME Raypak 900-gallon storage tanks, modified existing gas piping to accommodate the new boiler inlets. Completed June 5, 2025, project value \$183,184.12 (OMNIA)
- **Third Base Pump Pit Major Field:** TD conducted a confined space entry operation with lock-out/tag-out procedures, removed elevated panels and replaced two float switches. Completed, project value \$8,495.79 (quoted)



At the Heart of Your Building

RFP-2025-027
JOC Plumbing Services
November 13, 2025

2.3 KEY POSITIONS



Submitted by

Chris Senkow
chris.senkow@tdindustries.com
Ph: (480) 365-8175



TD Industries, Inc.
1888 East Broadway Road
Tempe, AZ 85282
tdindustries.com

TABLE OF CONTENTS

SERVICE PERSONNEL QUALIFICATIONS2

PROJECT TEAM.....4

APPENDIX5

 RESUMES5

 POINT OF CONTACT.....5

 PROJECT SUPPORT TEAM6

 TECHNICIANS.....8

 APPLICABLE ARIZONA CONTRACTOR LICENSES HELD BY THE FIRM..... 10

SERVICE PERSONNEL QUALIFICATIONS

Our technicians are fully licensed and certified (where appropriate) to install, repair, replace and operate all major manufacturer equipment without brand bias. Technicians arrive on-site in company vehicles with uniforms, safety equipment, identification and proper tools to complete the job.

TRAINING AND CAREER GROWTH OPPORTUNITIES

Consistent with TD’s vision statement, building careers is part of the company’s culture. Training is one of the most critical issues associated with the delivery of technical services in a progressively high-tech world. Without these development opportunities, it will be increasingly difficult to find, attract and retain the people needed to grow our business.

TD has taken a leadership position in developing training programs for employees that set us apart from our competitors. Our training program has been designed to continue and greatly enhance the education our employees received before coming to TD. The emphasis on continuing education helps develop highly skilled employees. Some of the many courses available to our employees include:

TECHNICAL SKILLS	LEADERSHIP/CAREER DEVELOPMENT
HVAC	4-year Curriculum
Refrigeration	TD Partners in Quality program
Electrical	Culture and Diversity
Plumbing	Servant Leadership
Safety	Seven Habits of Highly Successful People
Facilities Technician	Performance Management
Tool Handling	Business and Management
Welding	Computer Application and Software
Water Treatment	Business Ethics
Non-destructive testing	Train the Trainer
	Spanish language course

All new employees are tested in their specific skill area to determine their level of proficiency and develop career plans. Annual goal-setting and review of career plans focus on obtaining technical licenses. Most training costs are paid directly by the company. Employees can also receive additional incentives to complete individual and multiple trade certifications and/or licenses. They are also cross-trained in several trade areas to improve efficiencies and to help during emergencies.

Training is provided through the “TD University” program, the Construction Education Foundation, manufacturers, suppliers, colleges, universities and computer-aided programs. All TD employees are encouraged to complete a minimum of 32 hours of training per year.

PERSONNEL EXPERIENCE, QUALIFICATIONS & LICENSING

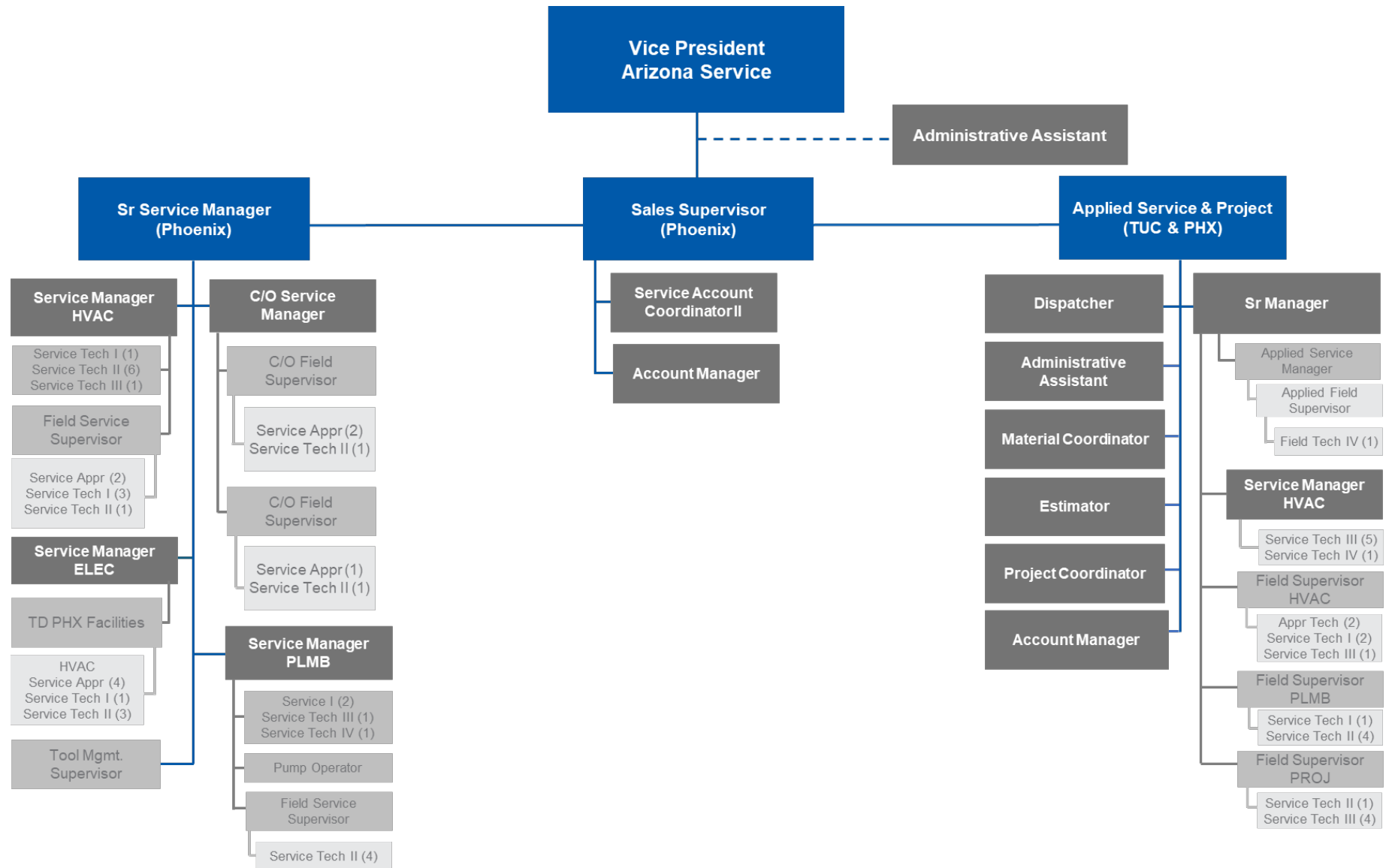
TDIndustries provides mechanical plumbing, electrical, HVAC, refrigeration and controls services that include highly skilled technicians that maintain, service, replace, retrofit and provide system configurations with an understanding of urgency when systems are being repaired, replaced or inoperable. TD has local technicians and trucks throughout the region and additional resources in our surrounding offices that can be called upon for support on larger, more challenging projects to ensure that customer needs will be met in both response and quality of work to protect vital equipment assets.

All plumbing service personnel are available for planned maintenance and demand service repairs or projects. Our technicians are fully licensed and certified to install, repair, replace and operate all major manufacturers' equipment without brand bias. Technicians arrive on-site in company vehicles with uniforms, safety equipment, identification and proper tools to complete the job.



PROJECT TEAM

LOCAL ORGANIZATIONAL CHART



APPENDIX RESUMES

POINT OF CONTACT



CHRIS SENKOW, CEM - ACCOUNT MANAGER

Chris.Senkow@TDIndustries.com

Ph: (480) 365-8175

17 years of experience

Education: ITT Technical Institute: Computer Drafting and Design

Certifications and Training: Certified Energy Manager (CEM #23334), ASHRAE Associate Member, AEE Affiliate Member, AGC's Project Manager Development Program

As the dedicated account manager for Fountain Hills, Chris will serve as the Town's single point of contact, ensuring consistent, high-quality service, repair and replacement. With more than 12 years of construction experience and over six years in mechanical engineering, energy conservation and project management, he brings a deep understanding of building systems and operational efficiency. As a Certified Energy Manager and ASHRAE member since 2009, Chris will leverage industry best practices to deliver cost-effective, energy-smart solutions tailored to the district's needs. His background spans design, estimating, and project execution with a strong focus on construction management and timely delivery. Backed by TDIndustries' technical expertise and team, Chris provides strategic oversight and hands-on support to maximize system performance, extend equipment life and ensure compliance with safety and quality standards.



PROJECT SUPPORT TEAM



EXPERIENCE

26 years

EDUCATION/TRAINING

Master Plumbing License;
Master Med-Gas;
Certificate of Management
– Mini MBA – University of
Texas at Dallas

CLINT ALLEN | VICE PRESIDENT

Clint began his career in maintenance and service in 1998 and quickly moved up the ranks. He brings the most value to customers through his ability to lead large-scale operations. Clint has extensive experience working on complex projects with some of our most crucial clients. With his combination of technical skills, customer service relations and leadership attributes, Clint will ensure that the Town of Fountain Hills' needs will be met.

LICENSING AND CERTIFICATIONS

Member of BOMA – Building Owners and Managers Association Member of AMA – Arizona Multi-housing Association Member of RFMA – Restaurant Facility Managers Association.

Relevant Project Experience

- Scottsdale Community College – Scottsdale, AZ
- JPMorgan Chase Bank – Tempe, AZ
- Arizona State University, Polytechnic Campus – Mesa, AZ
- Cochise College Sierra Vista Main Campus – Sierra Vista, AZ
- Allied Partners, Fountain View Village – Fountain Hills AZ



EXPERIENCE

25 years

EDUCATION

Associate Degree – Pikes
Peak Community College

Associate Degree in
Electronics – Colorado
Tech

STAN KLEINJANS | DIRECTOR OF OPERATIONS

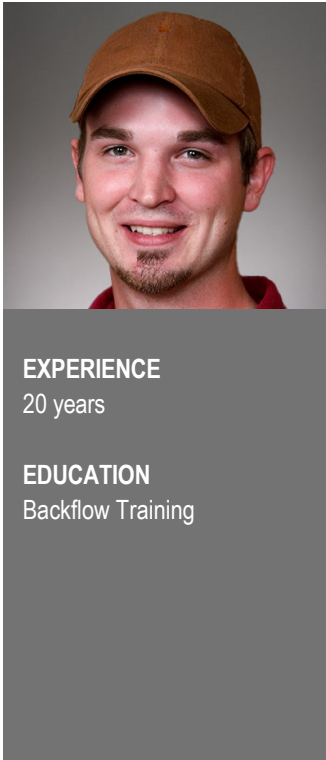
Stan oversees service operations by supporting project managers and superintendents in the field. He has a well-rounded background and has developed into a key leader at TD. Stan previously managed HVAC Service technicians and played an integral role in the start-up of the department's preventative maintenance crew. Stan is conscientious about ensuring that he provides his team with the necessary resources to complete each project safely and efficiently.

LICENSING AND CERTIFICATIONS

RSI HVAC Trade Certification; Universal EPA License; Factory-trained for multiple brands

Relevant Project Experience

- City of Scottsdale – Scottsdale, AZ
- City of Chandler Municipal Facilities – Chandler, AZ
- City of Maricopa – Maricopa, AZ
- Rauch (Red Bull) Facility – Waddell, AZ
- Watermark – Tempe, AZ



BRANDON DENHART | PLUMBING SERVICE MANAGER

Brandon is a seasoned plumbing professional with more than 20 years of experience, including two decades at TDIndustries and a recent promotion to service manager. He holds a Journeyman Plumbing License and a Backflow certification and is known for his reliability, attention to detail and ability to build strong relationships with customers and field crews. Brandon specializes in diagnosing and repairing complex plumbing systems such as leaks, reroutes, boilers and water heaters. He is committed to safety, has earned a company safety award for outstanding field operations and has resolved hundreds of challenging plumbing issues for commercial clients while supporting the development of apprentices and technicians.

LICENSING AND CERTIFICATIONS

Journeyman Plumbing License; Backflow License

RELEVANT PROJECT EXPERIENCE

- Abrazo West Campus – Goodyear, AZ
- Arizona State University – Tempe, AZ
- Portales Corporate Center – Scottsdale, AZ
- Marriott Canyon Villas – Phoenix, AZ
- Optima Camelview Village – Scottsdale, AZ

TECHNICIANS

SHANE COTTON | PLUMBING SUPERVISOR - TECHNICIAN IV

Industry Experience: 20 years

Licensing & Certifications: Master Plumbing License; OSHA-30

Training and Specialized Skills: Master Plumber and experienced lead supervisory with comprehensive plumbing experience. Consistently resolves challenging plumbing issues, including leak detection, rerouting to boiler and water heater diagnostics. Supervises and mentors junior plumbers, ensuring high-quality work and skill development

JOSH KONDERICK | PLUMBING SERVICE TECHNICIAN III

Industry Experience: 7 years

Licensing & Certifications: Backflow Testing and Repair; OSHA-10

Training and Specialized Skills: Versatile plumber with proven diagnostic and repair skills. Certified in backflow testing and repair, dedicated to regulatory compliance. Skilled in maintaining and servicing boilers and water heaters with a focus on preventive care. Experienced in large repiping projects, committed to quality solutions..

AARON DENHARDT | PLUMBING SERVICE TECHNICIAN II

Industry Experience: 6 years

Licensing & Certifications: Backflow Testing and Repair; OSHA-10

Training and Specialized Skills: Detailed oriented and skilled commercial plumber specializing in backflow prevention and system troubleshooting. Dedicated to providing efficient fixture installations and expert repairs. Completed specialized training in boiler, water heater and electrical systems.

EDDIE PAULY | PLUMBING SERVICE TECHNICIAN I

Industry Experience: 5 years

Licensing & Certifications: OSHA-30

Training and Specialized Skills: Recognized as a go-to Leadman on jobs due to strong technical skills and critical thinking. Led multiple repiping projects for water and drain lines. Skilled in brazing and soldering.

ANTHONY “TONY” CASTILLO | PLUMBING APPRENTICE

Industry Experience: 1 year

Licensing & Certifications: OSHA 30

Training and Specialized Skills: Has a strong mechanical background from machine factory experience. Rapidly developing core plumbing skills under guidance of senior technicians and supervisors. In training for pipe fitting. Holds OSHA 10, ensuring safety compliance on all job sites.

PHILIP CUSUMANO | PLUMBING SERVICE – PUMP OPERATOR

Industry Experience: 4 years

Licensing & Certifications: CDL License; OSHA 10

Training and Specialized Skills: Serves as the lead drain technician, utilizing camera and jetting equipment to effectively clear and inspect grease traps and sewer lines. Has CDL enabling transport of heavy equipment.



APPLICABLE ARIZONA CONTRACTOR LICENSES HELD BY THE FIRM

LICENSE NUMBER	LICENSE TYPE	LICENSE CITY	LICENSE OWNER
ROC246533	Air Conditioning and/or Refrigeration Contractor		TD Owned
CMP015984 Legacy #SC0800438	Air Quality Registration		TD Owned
ROC264254	Specialty Commercial C-74 Boilers, Steamfitting and Process Piping, Including Solar		TD Owned
1064391	Certificate of Good Standing		TD Owned
ROC323889	Electrical - Contractor		TD Owned
26-0464612	Franchise/Income Tax		TD Owned
NV-16-0044	Non-Hazardous Liquid Waste Hauler		TD Owned
51852	Mechanical Engineering		Black, LJ
0080476311	Membership		Black, LJ
ROC246535	Plumbing Contractor		TD Owned
37436	Professional Engineer License		Henke, Fred
54789	Professional Engineer License		Sabuncuyan, Ardas
10460-FIRM	Professional Engineer License		TD Owned
47910	Professional Engineer License		Swinford, Jim
37731	Professional Engineer-Mechanical License		Canter, Steve
10460-1 BRANCH	Professional Engineer-Mechanical License		TD Owned
20180326-M	Sales & Use Tax (TPT)		TD Owned

COPY OF LICENSES FOR SCOPE OF WORK SPECIALTY SERVICES



Arizona Registrar of Contractors

[Home](#) [Contractor Search](#) [FAQ](#) [Login/Register](#)

Contractor Search

To find out if a contractor's ROC license is current and see other information related to the license, [enter their 6 digit license number](#) or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the **ADVANCED SEARCH** functions by clicking the gray "Advanced Search" button below to search by City, Classification, Status and more. [Click to read the complete instructions.](#)

TDIndustries

Search

Advanced Search

Export a List

Clear

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE [CLICK HERE](#).

BUSINESS	NAME AND TITLE	LICENSE NO.	CLASS	QUALIFYING PARTY	STATUS	CITY, STATE, ZIP	PHONE	MORE INFO
TDIndustries Inc	Evelyn Henry Miller (Chief Financial Officer:Director)	ROC 323889	CR-11 Electrical	Edward Randolph White	Active	Tempe, AZ, 85282	(972) 886-9500	More Info
	Michael William Clements (Qualifying Party)	ROC 246533	C-39 Air Conditioning and Refrigeration	QP Exempt	Active			More Info
	TD Industries 401K/ESOP Retirement Plan (Parent Entity)	ROC 264254	C-74 Boilers, Steamfitting & Process Piping, Including Solar	QP Exempt	Active			More Info
	Edward Randolph White (Qualifying Party)	ROC 246535	C-37 Plumbing	QP Exempt	Active			More Info
Showing Page 1 of 1 - 1 Total Records								
						Records Per page 10		



TDIndustries' team is prepared to provide comprehensive plumbing services in Fountain Hills, offering dependable solutions for all project requirements.



At the Heart of Your Building

RFP-2025-027
JOC Plumbing Services
November 13, 2025

2.4 PROJECT APPROACH



Submitted by

Chris Senkow
chris.senkow@tdindustries.com
Ph: (480) 365-8175



TD Industries, Inc.
1888 East Broadway Road
Tempe, AZ 85282
tdindustries.com

TABLE OF CONTENTS

METHOD OF APPROACH.....2

PROJECT APPROACH.....2

MANAGING MULTIPLE JOB ORDERS2

REPORTING CAPABILITIES2

PLUMBING CAPABILITIES.....3

ELECTRICAL CAPABILITIES.....4

HVAC CAPABILITIES4

BUILDING AUTOMATION AND CONTROLS CAPABILITIES.....5

EMERGENCY, ON-DEMAND SERVICE RESPONSE TIMES.....6

RESPONSE TIME BY CATEGORY.....6

METHOD OF APPROACH

PROJECT APPROACH

TDIndustries offers the experience, expertise and flexibility to provide consistent and outstanding service for plumbing maintenance, repair and installation for the Town of Fountain Hills.

Our experienced team can provide a realistic budgeting, scheduling and constructability input throughout the process. Through extensive collaboration with the owner, general contractor, architect, engineers and other stakeholders, we strive to assure that the owner receives maximum value for their investment and fully functional and efficient systems when the facility is completed.

TD utilizes a budget tracker to inform design decisions. This helps to short-cycle the wait time by allowing costing feedback concurrent to design decision-making, thereby reducing time and cost that would be wasted in redesign.

TD has developed a fully integrated system that allows a consistent model to be utilized throughout the project. This approach eliminates duplicate work, minimizes change orders and assures consistency.

TD provides realistic durations and sequencing and works with other trade partners to ensure all activities and work areas align in a way that best suits the project in terms of productivity and safety.

We encourage early onboarding and involvement so that all activities related to commissioning can be visible early in the scheduling process. TD has extensive experience in pull-planning and encourages its use throughout the project.

MANAGING MULTIPLE JOB ORDERS

TD uses the Brightly Software product Asset Essentials (AE) as its CMMS and job order tracking program. The Asset Essentials program is a web-based platform that enables users to track the progress of all maintenance activities, manage equipment uptime and reliability, increase productivity and streamline operations.

The CMMS system will be used to record, schedule and track project work requests and work orders when they are received over the internet, through email or by telephone. The system tracks all work in progress through their deadlines as well as completed work orders, including data on labor hour, material, equipment and vendor charges.

TD's approach to labor availability for projects includes eliminating peaks and valleys in our labor force to avoid situations of having to hire field labor rapidly to man a project. If additional labor force becomes necessary due to added job orders or project timelines changing, we can supplement our Arizona workforce with TD employees from other geographical locations.

REPORTING CAPABILITIES

We recognize the importance of meeting our customers' expectations and measuring performance. To ensure effective communication, our programs include regular meetings with key personnel and customer satisfaction surveys. TD employs a GPS tracking system that enables real-time communication, verifying the technician's presence on-site, their location, and adherence to safe driving practices. TD's technicians utilize iPads to log activities, generating comprehensive work order printouts detailing arrival and departure times, tasks performed, and the duration of each activity.

PLUMBING CAPABILITIES

TD delivers a full spectrum of plumbing services, addressing everything from boilers and pumps to piping, fixtures, and drain or sewer line issues. Our highly skilled plumbing professionals quickly identify the underlying causes of system failures and provide effective, tailored solutions to minimize disruption and restore functionality.

Our technicians deliver preventative maintenance, repairs and replacements to keep your plumbing systems operating efficiently. With on-demand service and deep industry expertise, TD's commercial plumbers respond swiftly to your needs, ensuring consistent water flow, drainage and dependable system performance for Fountain Hills.

- State-of-the-art leak-detection technology for faster and less disruptive repairs
- Hydro-jetting services
- Certified backflow prevention and testing
- Sewer pipe video inspections
- Comprehensive boiler services and installation
- Water system repair and maintenance
- Sewer system repair and maintenance
- Grease trap cleaning and maintenance
- Installation and repair of gas, water and steam piping
- Water heater installation and repair
- OSHA-certified confined entry
- Certified medical gas installation and repair
- Electronic line location
- Fixture upgrades and retrofits to improve efficiency
- Emergency plumbing response available 24/7



ELECTRICAL CAPABILITIES

TDIndustries offers Electrical Maintenance Services customized to our client's specifications and needs, including IR (Infrared) Scans. Electrical Preventative Maintenance and IR Scans are crucial for maintaining electrical systems and preventing unexpected failures. Not only do IR Scans reveal potential issues like loose connections, overloaded circuits and faulty equipment before they lead to more serious problems, they also avoid costly downtime, safety hazards and equipment damage.

Whether it's replacing a light switch or performing a major rebuild, TD's fully licensed electricians are available 24 hours a day, seven days a week, to provide:

- Generator maintenance
- Electrical distribution
- Equipment connections
- Medium voltage
- Electrical panels and breakers
- Aerial lighting
- Electrical testing
- Voice and data cabling
- Lighting retrofits
- Uninterrupted power supplies (UPS)
- Power distribution units (PDUs)
- Thermal imaging / infrared scanning
- Major and minor repairs

Our licensed commercial electricians are equipped to service any electrical system while upholding the highest standards of safety and reliability. Whether performing routine maintenance or complex repairs, we ensure your systems operate efficiently to support uninterrupted business operations.

HVAC CAPABILITIES

TDIndustries brings decades of experience to every HVAC project, delivering expert service for chillers, plumbing, and building maintenance. Our skilled, local technicians respond quickly, equipped with advanced tools and ready to handle challenges large and small.

We offer comprehensive solutions for boilers, chillers, air handlers, pumping systems, control systems, and water treatment. With a reputation built on industry knowledge and innovative technology, our team diagnoses issues efficiently and provides targeted repairs to keep your systems running smoothly.

Our commitment to customers means prompt service and a focus on occupant comfort. We use advanced leak detection and vibration analysis to limit downtime and extend equipment life. Flexible service plans are available to suit your needs, and our technicians are dedicated to maintaining critical systems, reducing energy costs, and helping prevent unexpected interruptions

- Chillers and air handlers
- Rooftop and packaged units
- CRAC units
- Split systems
- Cooling towers
- Water Towers
- Fans, motors and pumps
- Vibration analysis / eddy current testing
- Indoor air quality solutions
- HVAC/R low temperature systems
- HVAC/R cold storage refrigeration

BUILDING AUTOMATION AND CONTROLS CAPABILITIES

Optimize your building's performance with controls and automation systems that increase occupant satisfaction and classroom productivity while streamlining facility operations and reducing expenses. With a focus on safety, maintenance, energy and comfort, we aim to drive economic values and improve the overall performance of your building assets.

TD offers a comprehensive suite of building and controls capabilities designed to enhance operational efficiency, occupant comfort and system longevity.

- Building controls
- Integration of legacy systems
- Support for multiple brands

TD meets the demand for complex building controls and fully functional building automation systems (BAS) at every step in a building's life-cycle, from the early stages of design to installation and service. The TD Controls team installs and supports systems in all market sectors and even works closely with project teams in the preconstruction phase to understand design parameters for controls and BAS.

TD Controls technicians have expertise in multiple brands of controls systems and provide an open-source system that integrates into a variety of building controls. With open-protocol standards, the controls system is vendor-agnostic and provides the tools needed to use any vendor of choice for service or support. TD Controls offers these top-tier brands, including Siemens, Tridium and Distech.

It's important to install the right system for your project that will regularly maintain, update and adjust the building controls system to adapt to current conditions, increase performance and proactively address signs of equipment failure that could result in preventable and expensive emergency repairs. Regularly reviewing data and creating backups can mean less downtime in the event of equipment failure.

The outcome of a properly installed and highly efficient controls and BAS results in:



ENERGY & COMFORT

To keep tenants comfortable while maximizing the efficiency of the building's HVAC, lighting and mission-critical systems.



SAFETY & SECURITY

To ensure the safety of occupants and the security of the building 24/7 with reliable access controls, video, alarm management and more.



MAINTENANCE & MONITORING

To quickly adapt to the unique needs of a facility with monitoring to provide preventative and predictive maintenance, as well as continuous commissioning.

EMERGENCY, ON-DEMAND SERVICE RESPONSE TIMES

TDIndustries strives to respond to the needs of our customers in a timely fashion. We are prepared to handle urgent requests and are available 24/7/365 to offer assistance.

For on-demand, non-emergency service calls, TD typically responds within two to four hours. Priority is given to customers under contract in emergency situations and to critical facilities, such as police, fire and jail facilities, hospitals, surgical centers, schools and data centers. TD will respond to emergency calls within one hour, with on-site arrival within a four-hour window and will continue the work until completed. All work shall be performed during normal business hours (8 a.m. to 5 p.m.) except for emergencies.

The Call Center is staffed 24 hours per day, 7 days per week, 365 days per year, and calls are answered by live customer service reps. Requests may be placed by calling 800-864-7717 or emailing service@tdindustries.com.

RESPONSE TIME BY CATEGORY

SERVICE CATEGORY	TASK PERFORMANCE PERIOD	RESPONSE TIME
Standard Service	Normal Hours Only (M-F, 7:00am – 6:00pm)	24 Hours from receipt of PO (existing customers) or valid payment method (excluding weekends & holidays)
Standard Non-Normal Hours Service	After Normal Hours (M-F, 6:01pm – 6:59am, weekend & approved holidays)	24 Hours from receipt of PO (existing customers) or valid payment method (excluding weekends & holidays)
Emergency Service	Normal Hours Only (M-F, 7:00am – 6:00pm)	Up to 4 Hours from receipt of PO (existing customers) or valid payment method (excluding weekends & holidays)
Emergency Non-Normal Hours Service	After Normal Hours (M-F, 6:01pm – 6:59am, weekend & approved holidays)	Up to 4 Hours from receipt of PO (existing customers) or valid payment method (excluding weekends & holidays)

All company service personnel are equipped with company vehicles, necessary tools and equipment to perform the required maintenance, service or installation of equipment, wear uniforms or required badge identification and safety PPE. TD service personnel follow all customer policies regarding on-site work, operations and safety policies.



At the Heart of Your Building

RFP-2025-027
JOC Plumbing Services
November 13, 2025

2.5 PRICING



Submitted by

Chris Senkow

chris.senkow@tdindustries.com

Ph: (480) 365-8175



TD Industries, Inc.

1888 East Broadway Road

Tempe, AZ 85282

tdindustries.com

PRICING

The following pricing rates are provided to the Town of Fountain Hills for plumbing Job Order Contract services. As requested, we have outlined our labor cost per hour for regular business hours, labor cost per hour for emergency, after-hours and weekend service calls as well as our standard trip charge per visit. These rates reflect our preferred terms and are intended to deliver reliable, professional service at competitive pricing.

- Trip Charge = \$90
- Straight Time = \$115 per hour
- Overtime/ Weekend = \$172.50 per hour

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) TDIndustries, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 13850 Diplomat Drive 6 City, state, and ZIP code Dallas, TX 75234 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	6		-	0	4	6	4	6	1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person		Date	4/24/2024

015E24ED3AF448F...

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT B
TO
PROFESSIONAL SERVICES
AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
TDINDUSTRIES, INC.

[Scope]
See following pages.

Scope of Work

Plumbing contractors shall provide on-call plumbing services across various Town-owned facilities and public properties. Work will be performed on an as-needed basis and may include routine maintenance, repair of existing systems, installation of new fixtures and piping, emergency leak response, backflow testing, and compliance upgrades related to water and drainage infrastructure.

Services may be requested for administrative buildings, libraries, parks, law enforcement facilities, community centers, and other locations as designated by Town staff. The contractor must be familiar with commercial plumbing systems and demonstrate compliance with all applicable federal, state, and local codes, including permitting requirements and OSHA safety standards.

All services shall emphasize:

- Timely response to service calls, especially in emergency scenarios
- Skilled workmanship and quality control
- Clear cost documentation and invoicing procedures
- Coordination with Town departments, inspectors, and other contractors when applicable

Service Hours and Response Expectations

Contractor shall be available to perform work during regular business hours (Monday–Friday, 8:30 AM to 5:00 PM ET). In addition, contractors must maintain 24/7 emergency service capability to respond to urgent requests such as major water leaks, sewer blockages, or public safety facility service interruptions.

Non-emergency work should commence within 48 hours of work order issuance unless otherwise scheduled

Emergency service calls must be acknowledged within 1 hour and responded to on-site within 4 hours of notification

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
TDINDUSTRIES, INC.

[Quote or Work Order]

See following pages.