

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR CONSTRUCTION OF
SINGLE FAMILY RESIDENTIAL STRUCTURES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Tegrity TH 1 LLC (hereinafter "Contractor"), a corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide construction services related to the rehabilitation or construction of single family housing units (hereinafter "Services") pursuant to RFP 11-071; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A). All services shall be provided in accordance with the Fort Bend County Community Development Department Rehabilitation and Demolition/Reconstruction Specifications dated April 2011 and incorporated herein by reference.

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to

the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred and thirty-six thousand and five hundred dollars and no/100 (\$136,500.00). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payments will be made to Contractor by County based on the following procedures: Contractor shall submit an invoice to County by the tenth (10th) business day of each month for services rendered during the previous calendar month setting forth work accomplished under this Agreement. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Prior to execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred and thirty-six thousand and five hundred dollars and no/100 (\$136,500.00), specifically allocated to fully discharge any and all liabilities which may be incurred by County.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and thirty-six thousand and five hundred dollars and no/100 (\$136,500.00).

Article V. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than ninety (90) days thereafter. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article VI. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. All such data and material shall be promptly furnished to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Performance and Payment Bonds

Contractor must provide to County a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days of execution of this Agreement. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. County reserves the right to accept or reject any surety company proposed by Contractor. In the event County rejects the proposed surety company, Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to County.

Article XII. Indemnity

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XIII. Confidential and Proprietary Information

13.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated

with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

13.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

13.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

13.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Article XIV. Independent Contractor

14.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

14.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XV. Contract Administration

15.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Community Development Department, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, Attention: Marilyn Kindell, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

15.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Tegrity TH 1 LLC, 5601 Democracy Drive, Suite 190, Plano, Texas 75024, or such other place or places as Contractor may designate by written notice delivered to County.

Article XVI. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVII. Performance Warranty

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVIII. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XIX. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

Article XX. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XXI. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXII. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2011.

FORT BEND COUNTY

Robert E. Heber
Robert E. Heber, County Judge
July 26, 2011

TEGRITY TH 1 LLC

[Signature]
Authorized Agent- Signature

Adam Weaver
Authorized Agent- Printed Name

Director of Operations
Title

7/10/11
Date

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

APPROVED:

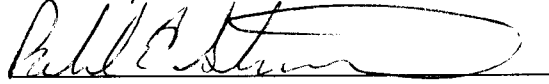
Marilynn Kindell
Marilynn Kindell, Director
Fort Bend County Community Development Department

PS: 3949: 07.11.11



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$136,500.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

EXECUTIVE SUMMARY

- Tegrity has a demonstrated track record of success providing these exact type of residential construction services in five other disaster recovery programs in Southeast Texas and the Texas Gulf Coast to include the Houston-Galveston Area Council's disaster recovery program in the immediate adjacent counties to Fort Bend County.
- Tegrity is already a part of the Fort Bend County team – it will be a seamless, simple process to add more reconstructions to Tegrity's plate
- We have already reconstructed several homes in the area, as part of the HGAC program and have the management, trade base and suppliers to immediately start homes in the Fort Bend County program.
- Tegrity is averaging only 45 days to demolish and reconstruct single-family homes in neighboring Brazoria County.
- Tegrity is well capitalized and has in excess of \$10,000,000 in bonding capacity.
- Tegrity's personnel have on average 15+ years of experience in the residential construction industry building single-family homes.

Tegrity is uniquely qualified to provide superior residential reconstruction services to the County. Tegrity has one specific mission – providing disaster recovery reconstruction and rehabilitation services to return displaced families back to their homes – and has designed our company to be tailored to that mission. We do not have any for-sale or legacy business lines that distract us from our mission. We have invested in people, process and systems that allow our company to provide an unprecedented level of performance in the areas that are critical to a successful disaster recovery program: construction management, operational excellence, customer service, compliance and reporting excellence. This focus has translated into a demonstrated track record of superior performance in CDBG residential disaster recovery programs along the Texas Gulf Coast over the past two years. Our experience of successfully operating within the stringent requirements of hurricane recovery programs utilizing CDBG funds administered through the TDHCA translates directly to the H-GAC Hurricane Ike Housing Program. We understand what it takes to get the job done right while performing at a high level, navigating through the various challenges that are typical in these types of programs.

We understand the promise Fort Bend has made to the families within the county. The entire focus of our company is designed to help fulfill that promise. We have the experience, the people, the financial capacity and the commitment to get the job done right. Our plan is methodical and based upon our team's combined experience of over 75 years of building homes within Texas and across the United States. We'll go about our work aggressively, but always with courtesy and professionalism.

Company Overview

Tegrity provides industry-advancing residential and construction services by combining our team's 75+ years of construction experience with the discipline and innovation of leading operations improvement practices. We partner with our customers to deliver results that meet and exceed requirements with an unwavering commitment to quality, safety and timely delivery of services.

TegrityHomes has one specific mission – providing disaster recovery reconstruction and rehabilitation services to return displaced families back to their homes – and has designed our company to be tailored to that mission. We do not have any for-sale or legacy business lines that distract us from our mission. We have invested in people, process and systems that allow our company to provide an unprecedented level of performance in the areas that are critical to a successful disaster recovery program: construction management, operational excellence, compliance and reporting excellence.

Tegrity uses the same proven approach to building that was applied by its management team while working for Centex Homes, managing construction operations across Texas with homebuilding divisions based in Dallas/Fort Worth, Austin, Killeen, San Antonio and Houston. Organized with an experienced advisory board, senior management team and field management team, Tegrity has the depth and breadth of experience and talent to ensure the program meets its goals.

Our team has completed thousands of homes, many along the high-wind areas of the Gulf and Atlantic Coasts. Some of these homes are located in the Pointe West development, with many homes built on the western end of Galveston Island. This development demonstrates that the proven building processes we employ with a strong focus on structural integrity and quality workmanship deliver a final product that can survive hurricane conditions. No major structural damage was sustained in this development during the impact of Hurricane Ike. Likewise, homes built in the Village at Tuscan Lakes development, located in League City, Texas, and directly in the path of Ike, remained structurally sound during the worst hurricane to hit the area in 25 years.

We have deep experience in identifying, procuring and managing a strong trade base that is capable of providing both high-quality and high-capacity construction capacity. We have worked with many of our trade partners for over ten years. Our construction processes and investment in information systems allows our highly-talented team of construction professionals to provide superior project management capabilities and performance.

Tegrity is the Right Choice

To summarize our experience, our team has managed hundreds of projects involving the exact type of construction services required by this program. We are actively participating in a disaster recovery program providing these exact services and performing at a very high level. We have the people, the processes, the systems, and the experience to ensure the success of the program.

Reconstructed homes Tegrity has recently completed (HGAC Program)



Do the right thing. Stand behind what we do. Treat people right, regardless of rank or position. Exceed expectations by always looking for the better way. These statements articulate the values that will exemplify the way TegrityHomes works with the County and homeowners. Those values aren't just words...they have been practiced by our team and have resulted in achieving some of the highest levels of customer satisfaction in the homebuilding industry year after year.

One goal. One purpose. One mission. A unified commitment to return families back to their homes so they can get back to their lives. We are proud to be a part of the team.

PART I – BUSINESS ORGANIZATION

BUSINESS ENTITY DETAIL	
Full Legal Name, Bidding Entity	TEGRITY TH 1 LLC (Texas Limited Liability Company) Federal Tax ID: 27-0936365
Full Legal Name, Managing Member of Bidding Entity	TEGRITY HOMES LLC (Texas Limited Liability Company) Federal Tax ID: 27-0870079 DUNS # 962261454
Physical and Mailing Address (both entities)	5601 DEMOCRACY DRIVE, SUITE 190 PLANO, TEXAS 75024

PART II – SYSTEM CONCEPT AND SOLUTION

We have the right people, process, systems, reporting and trade partners to fully and successfully execute on the performance requirements of the program. The following pages detail these abilities and clearly show our preparedness to deliver turn-key housing rehabilitation, reconstruction, demolition and elevation services to the Program. Tegrity understands what is required to reconstruct and rehabilitate homes in these programs and will provide all the services required as outlined in the scope of work.

People

We have handpicked the best talent in the industry. Each employee is experienced in managing complex construction projects, working with neighbors, civic authorities, trade partners and homeowners.

While our roots are in new home construction, our team has also managed large-scale rehabilitation projects involving water and wind damage. One of our incoming Field Managers coordinated the reconstruction efforts of 250 units on Galveston Island after Hurricane Ike. All of our Field Managers have been responsible for managing warranty claims, requiring close coordination with homeowners and vendors to ensure claims were resolved to the satisfaction of the homeowner.

We have a strong and diverse trade partner base, including many trade partners based within the program area, and believe they are extensions of our company, on and off the job site. We understand the importance of leveraging program funds to not only put families back into their homes but to also reenergize the community.

Process

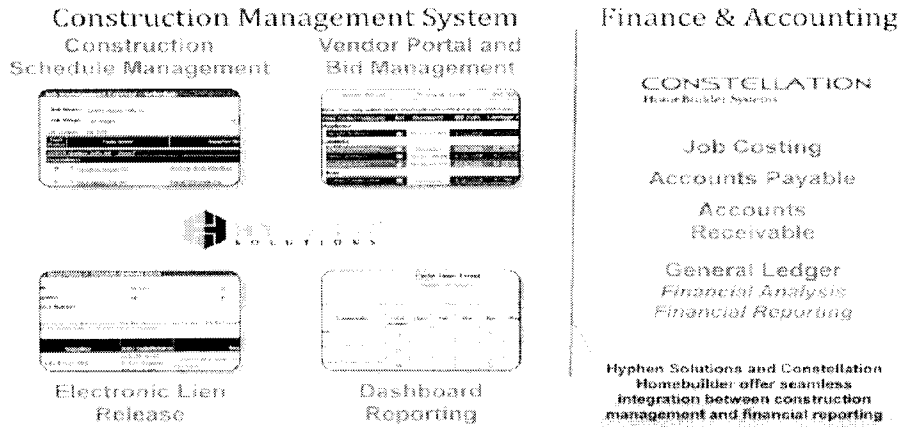
Tegrity utilizes proven processes and techniques to achieve the highest levels of performance for the program and the homeowner with scheduling tools and performance dashboards to keep a steady cadence of building and closing homes while monitoring the individual performance of each trade partner against tested standards of excellence. Tegrity has robust quality and safety programs, and field managers will inspect homes under construction on a daily basis and require trade partners to make any adjustments as that same day.

Our established processes allow us to efficiently scale our total capacity to reflect the needs of the program. Coordination with the program and the various county and city agencies is imperative and will be a primary focus of our operations team in the scheduling and construction of new homes.

Our operating protocols include face-to-face conversations with each of the homeowners so they can meet their field manager to understand the homebuilding process and have their questions and concerns answered. Where appropriate, and when constructing multiple homes in the same neighborhood, we will also offer to hold group meetings to provide a chance for people to interact and better understand the process.

After completion of the home, our field managers will be the primary contact for any questions or warranty issues, though a centralized warranty office will also be available via phone or through our website. We'll walk each homeowner through the operation of various appliances and systems and ensure they understand how to make the most of the energy efficiency features of their new home.

TegrityHomes will utilize proven processes and techniques to achieve the highest levels of performance for the program and the homeowner. We'll use customized scheduling tools and performance dashboards to keep a steady cadence of building and closing homes while monitoring the individual performance of each trade partner against tested standards of excellence. We expect to achieve a high rate of "first pass yield" – meaning we "get it right the first time" over 90 percent of the time across every single building task. We anticipate the cycle time from demolition to finished house to be approximately 45 working days to help minimize the total time residents are out of their homes.



Systems and Reporting

In addition to our investment in people and process, Tegrity has also made a significant investment in systems to ensure we have the necessary infrastructure to support the compliance and reporting requirements for this program. We will tailor reporting requirements to meet any specific needs of the program following an award into the program.

Tegrity has invested in information systems and software to support efficient construction operations and provide management with real-time information into the status of our projects. The combination of our Hyphen Solutions BuildPro/Supply Pro software (Construction Management) and Constellation Newstar (Finance and Accounting) allow for an enhanced level of job progress reporting, vendor management, and financial analysis comparable to those systems found in the largest homebuilding and construction management companies. In fact, Hyphen Solutions BuildPro application is used by 3 of the top 10 and 5 of the top 15 largest homebuilders in the United States.

The Hyphen Solutions BuildPro application provides Tegrity with real time scheduling, collaboration, and supply chain management tool. BuildPro enables our company to manage each construction project with greater accuracy and efficiency and do so in less time and with less effort than ever before. The corresponding SupplyPro application works in tandem with BuildPro to create better communications between our trade partners and field managers. SupplyPro allows trade partners to view the each job schedule in real time, receive prompt and accurate schedule and change notifications, view purchase order information, access job documents and enables quick and reliable payment of invoices.

Another key feature of the Hyphen BuildPro/SupplyPro solution is the automation of the lien release process. This component allows us to automate the process of merging payment data into our lien documents and automatically sends the document to the corresponding supplier/trade in SupplyPro for an electronic signature. The lien release process is initiated via "triggers" such as Payment Data. Once the process is started, the system controls and tracks the documents through their entire life cycle. This solution relieves much of the burdens of the lien release process by allowing Tegrity to process lien release documents directly and electronically from the application.

Finally, the Constellation Newstar finance and accounting application allow Tegrity to have a high-level of fiscal control over our operations, from management of purchasing, accounts payable and expenses to quality and timely financial reporting to the Executive management team and our principal investors. Our combined information systems are best-in-class and will provide accurate, quality information to our trade partners and to the disaster recovery program administrators.

Results-oriented

We are committed to the success of this program and we have demonstrated that commitment by the significant investments we have made in people, process development, and financial and operations systems. Tegrity can consistently complete 10 or more homes per week with proper coordination and communication with the program. Based on our 45-work day construction schedule (project start to CO), we could have as many as 40 homes under construction at a cadence of 10 homes per week. Our established processes allow us to efficiently scale our total capacity to meet the needs of the program as the volume of work adjusts from initial ramp up to steady state and finally winding down of the program. In short, we have the ability to provide high-quality, high-volume production capacity while maintaining industry-leading quality and customer service.

Quality Control Program Overview

Tegrity is committed to delivering high-quality product. We ensure that the contractors we manage build to the high expectations we hold through our proprietary quality control program. Three interlinked processes will be used to ensure quality is maintained at each step of the building process:

- **In Process Inspections.** A set of inspections done while “in the work.”
- **Corrective Action Process (“CAPs).** Used to drive First Pass Yield results in every task with every Trade Partner
- **Performance dashboard/reporting.** The communication tool to measure improvement, quickly implement action items, and bring consistency across a widespread geographical area.

Step 1 – In Process Inspections (IPI)

Quality control is managed through a system of targeted inspections done on the same day as the contractor is performing the work in the home. Our Field Managers will use a short, targeted set of checklists that focus on the most critical or frequently found non-conformance items. These lists are associated with the scheduled tasks in the construction schedule.

The checklist items are updated and kept current based on analysis of issues found in recently completed homes (see CAPs). Tasks must pass the IPI prior to approval for payment (linked in the handheld tool). Each day of construction in the schedule template has a set of quality checks associated with the task for that day. These are accessed via the handheld device which is also used for scheduling, task completion, CAPs entry and payment approvals. Each day of construction in the schedule template has a set of quality checks associated with the task for that day.

Step 2 – Corrective Action Process (CAPs)

The second step in our quality assurance process is to identify and permanently eliminate disruptions to the building process. Our CAPs process is a system to quickly and effectively:

- Collect and document “CAPs” issues such as trade partner no-shows, failed inspections, incomplete tasks, etc.
- Analyze the root causes of these issues
- Assign and implement corrective actions to prevent the issue from happening again
- Track the success of the corrective action to ensure it remains effective

All issues that add variance are documented, not just those that require a manager’s assistance. A Process Compliance Manager (PCM) is the driver of the collection, analysis and communication of the CAPs. This individual works closely with our trade base and field managers to eliminate issues based on the data. The CAPs process works as follows:

- Field Managers (FMs) document issues
 - Field managers will document CAPs as they occur using predetermined reason codes
 - Standardized CAPs categories are:
- Determine Root Cause
 - Each day, the PCM reviews the submitted CAPs and assigns their follow up to the appropriate person (example: scheduling issues go to the Resource Planning Manager while purchasing issues go the Purchasing Manager)
 - The assigned person:
 - Investigates any unclear descriptions, root causes, or recommended corrective actions.
 - Determines what corrective actions should be implemented.
 - If it is a quick fix, implements corrective actions and follows up with the PCM and the person who submitted the CAPs.
 - Every other week, the PCM performs a Pareto analysis of CAPs to determine trades, inspections, or neighborhoods with unusually high rates. The PCM also determines root causes and corrective actions for any problem areas.
- Assign and Track Corrective Actions
 - Weekly meeting for the construction management team.
 - At the meeting, the PCM presents the CAPs rate and the progress on previously assigned corrective actions.
 - At the meeting, each construction manager presents investigation results and corrective action recommendations on the CAPs they own.
 - As necessary, the team assigns new corrective actions owners and target completion dates.
- Track corrective actions
 - When complete, the corrective action owner emails the PCM with a description of what actions were taken.
 - If PCM updates the corrective action list to show it is "complete."
 - PCM later follows up using CAPs data and/or field audit to confirm corrective action has prevented recurrence of issues and then removes corrective action from the list.

Step 3 – Performance Dashboard Summary

As the third step, a weekly "Dashboard" is updated and distributed to all construction operations personnel. The dashboard highlights the weekly CAPs trends by type, identifies actions taken with Trade Partners to improve results, and lists "In the Work" action items for focus in the field during the upcoming week. A weekly "Dashboard" conference call with all field operations identifies actions for the upcoming week to eliminate quality issues and insure First Pass Yield.

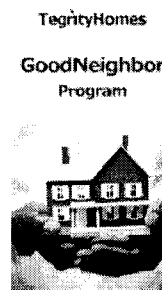
GOOD NEIGHBOR PROGRAM™

Tegrity is committed to making the home building experience a positive one not only for the individual homeowner, but for the community where we are working day after day. The homes we build provide jobs for local residents, homes for local families and sustain a growing tax base. The Tegrity GoodNeighbor Program describes the steps we will take to be a positive force in the communities we serve.

Respecting Existing Residents

We know that the home construction process can be disruptive for existing residents. Experience has taught us that the best way to minimize these inconveniences is to communicate with local residents in advance about our plans and encourage them to contact us directly if a problem occurs. Accordingly, we will distribute the following information to households in the immediate vicinity of our work:

- The hours and days of the week when construction activity will occur.
- Our best estimate regarding the duration of the construction process.
- Our commitment to an orderly construction site and to contain all construction waste.
- That our employees and trade partners will operate in a safe and responsible manner at all times.
- Our assurance that construction vehicles and materials will not block access to existing homes.
- Our assurance that employees and trade partners will limit unnecessary noise.
- Our assurance that employees and trade partners will treat local homeowners with respect and courtesy at all times.
- We will immediately notify local residents of any condition that poses a health or safety issue.
- Underscore the importance of not allowing children and others to trespass onto our construction sites to prevent accidents and injuries.
- Provide a phone number where local residents can alert us to any potential problems.



Capability to manage multi-discipline, dispersed-site construction

Tegrity has deep experience in construction management. Our team has managed multiple contractors across multiple construction sites all of their professional careers, and done so with excellence, achieving the highest customer satisfaction levels in the industry to include JD Power awards.

Our team is used to operating in a high-production construction environment which requires significant discipline, training, adherence to well-established processes, and personal accountability and integrity. A company can only be successful in this type of environment if they have talented people who are well trained and competent across the homebuilding process. Most importantly, you must rely upon your trade partners to perform as expected. This requires the development of a strong construction management skill set, and the resulting process and systems, to support the management of multiple contractors across multiple job sites and ensure that homes are started and completed on schedule to high quality standards in a safe and expeditious manner.

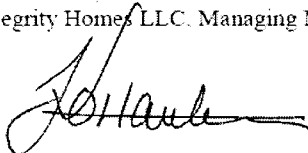
Tegrity is currently providing the exact type of construction management services required to manage the this program with excellence, ensuring the maximum number of families are assisted with the budgeted funds. As our results in other programs and projects indicate, Tegrity possesses the capability and capacity to deliver desirable, high-quality homes at a high production rate, safely and at a price point that leverages the program funds across as many homeowners as possible.

BIDDER CERTIFICATIONS AND STATEMENTS

1. Tegrity TH1, LLC is a Texas limited liability company hereafter called General Contractor, that is authorized to do business in the State of Texas.
2. General contractor certifies that it is not a debarred, suspended, or ineligible contractor according to HUD's "Consolidated List of Debarred, Suspended, and Ineligible Contractors" and the US General Services Administration's "Consolidated List of Debarred and Suspended Contractors."
3. General contractor certifies that: (a) it and its subcontractors have the capacity and technical ability to perform the range of services (residential single-family construction, demolition, rehabilitation, elevation, and accessibility) stated in the Request for Proposals; (b) that it and its subcontractors have the experienced personnel to perform the range of services stated in the Request for Proposals; and (c) that it and its subcontractors have the capacity to perform the full range of services within the entire 5 County Service Area stated in the Request for Proposals.
4. General contractor certifies that it will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the potential activities of employees whose principal employment activities are funded in whole or in part with federal funds, in the performance of the work specified in the Request for Proposals.
5. General contractor certifies that it has not violated the antitrust Laws of the State of Texas or federal antitrust laws, nor communicated directly or indirectly with any supplier competitor in connection with the work contemplated in the Request for Proposals.

TEGRITY TH1, LLC
By: Tegrity Homes LLC, Managing Member

By:



Print Name: T. J. O'Hanlon
Title: President of Tegrity Homes

PART III – PROGRAM

Tegrity has the capacity and capability to simultaneously start and complete all of the homes in this RFP. Based on the premise that the homes could all be issued with Notice to Proceeds the following procedure would be use. We would send all three through our preconstruction activities at the same time, upon completion of Homeowner selections, lot specific engineering, permitting and lot surveying as required. Tegrity would stagger the starts at one home a day so all three have been started by the third day. This gives us the ability to leverage all trades involved and keep to a tight cycle time. This can also be seen in the tasks per day information indicated in the chart on the following page.

Tegrity understands that the Program desires the General Contractor to provide turnkey residential reconstruction services involving the demolition and removal of existing structure and replacement with a newly constructed home at the addresses specified within the RFP and according to all plans, specifications and requirements as specified within the RFP. The Program expects the General Contractor to provide all services and materials, to include preconstruction tasks (permits, etc.) as well as the subcontracting of trades to complete all required construction activities. Further, the Program desires the General Contractor to perform the work simultaneously on all of the homes listed in the RFP.

Tegrity will use the following approach to execute the work in this program. We have developed and continuously improve the processes that we use to deliver superior disaster recovery reconstruction services. We have a demonstrated track record of success reconstructing multiple homes simultaneously in multiple disaster recovery programs in a predictable and high-quality manner.

Based upon our experience in other disaster recovery programs in Southeast Texas, we have developed a high-level project schedule for this program. We applied our efficient, cadence-based production model performance metrics to create an aggressive yet achievable delivery schedule which meets the needs of the program. The schedule also provides flexibility to adapt to potential delays or disruptions due to weather and other factors which typically impact construction operations.

Tegrity has the capacity to manage up to **40 homes under construction at any given time** in a program while maintaining high quality, customer satisfaction and schedule adherence.

Tegrity is willing and capable to undertake housing reconstruction projects at any location within the geographic work area. Many of our trades (subcontractors) are based out of Houston. Tegrity has demonstrated that it is highly accomplished in scattered-site homebuilding.

Tegrity will comply with all applicable rules and regulations of Federal, State and Local governing entities.

Example Program Schedule from Job Notification to Completion of Construction

It is quite likely that several of the steps in this schedule have already been completed by the program as part of their initial intake and TDHCA setup process so the associated timeline is a very conservative estimate.

Task	Days Per Task	Elapsed Time	Dependencies	Actions Required
Job Notification	0	0	> Allocation Determined	> Notify Contractor > Slot Job > Create House File Physical/Systematic > Create Site Visit Form > Notify Surveyor
Site Visit	2	2	> Job Notification > Site Visit Form	> Homeowner contacted > Perform Site Visit - Completed > Determine any City/County impacts > Create structural and site specific work order > Job status moved to Contractor ready > Benefit Selection Forms Generated
Hold Selection Meeting	5	7	> Contractor ready status > Homeowner scheduled > Benefits Selection Forms	> Complete Homeowner Benefit Selections > Establish Homeowner move out date > Notify Surveyor of house type > Create Selections work order > Job status moved to Benefits Complete > Permit Applications and Package Generated
Permit applied for	7	14	> Benefit Selections Complete > Survey Complete > Check for Elevations Certificate	> Delivery of Permit > Create check request > Job status moved to Permit Applied for
Receive permit	14	28	> Permit Complete > Check for Fees	> Pick up permit > Job status moved to Permit Received
Closing	30	37	> Benefit Selections Complete	> Participate in closing with Program and Homeowner > Confirm move out date > Job status moved to Contract Closed > E17
Homeowner Move-out	7	42	> Closing Complete	> Insure Homeowner has all items removed from home > Confirm Demolition
Start Construction	1	43	> Permit Complete > Closing Complete + 3 Days > Homeowner Move-out	> Demolition of house > Job status moved to Construction Start
Intermediate Inspection	32	75	> House Dried in	> Framing, Mechanicals Inspection passed > TD1 windstorm Inspections passed > Schedule Homeowner/program meeting > Job status moved to Intermediate > Draw Submitted (if applicable)-E22
Final Inspection	32	107	> CO Complete	> Final Inspections passed > Schedule Homeowner / Program Orientation > Job Status moved to Final Inspection > Draw Submitted (if applicable)
Complete	30	137	> Complete + 30 Days	> Job status moved to Complete > Draw Submitted (if applicable)

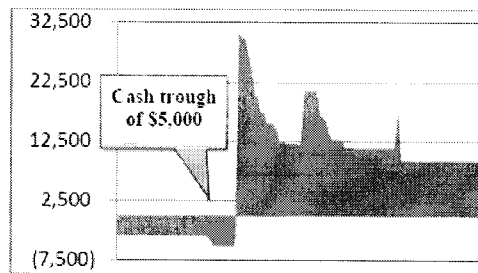
FINANCIAL/BONDING CAPACITY

Tegrity has been capitalized with nearly \$2 million dollars to ensure the company has adequate capital and a sufficient liquidity margin of safety to fund operations. Our company is backed by investors who are committed to additional funding as required to ensure our company has the financial resources it needs to provide significant production capacity. Tegrity also brings in excess of \$10,000,000 in bonding capacity further supporting the strength of our company and our ability to provide significant production capacity and carry the costs of construction while awaiting draw approval and payment. We also have a healthy book of contracted business. As of April 2011, Tegrity has over \$13 million in revenue under contract covering a period extending through the end of 2012.

Cash Requirements Analyses

Tegrity approaches each new opportunity with an individual analysis of capital requirements specific to that program. This methodology ensures each program is fully capitalized and that financial performance within one program does not impact other programs Tegrity operates within. Tegrity analyzed projected cash flow and operations on a per unit basis to determine the impact of the proposed draw schedule and to ensure overall capital is sufficient. The analysis began with an examination of the cash flow for reconstruction of a single unit based on our expected direct and indirect costs, trade payment terms, and the anticipated draw schedule and payment terms. The resulting unit cash flow results in a cash trough of approximately \$5,000 per unit which was used as the basis for cash flow planning. This model assumes 15/30-day payment terms with our trade partners as appropriate and 45-day payment terms for the draw reimbursement request. See Figure 1 Projected Unit Cash Flow below.

Figure 1. Projected Unit Cash Flow



Bonding Capacity

Tegrity can and will secure and maintain a bonding to cover contracted services upon program award. In fact, Tegrity is one of only two companies to successfully obtain bonding out of the 15+ contractors performing Hurricane Rita disaster recovery work in the Texas Housing Assistance Program (THAP). We have consistently secured bonds for every home we have built in the program which demonstrates both our commitment to the programs we participate in and our ability to secure and maintain bonding.

Tegrity has a total surety capacity in excess of \$10,000,000 in aggregate and \$3,000,000 per individual project. Tegrity is bonded by Arch Insurance Company which is rated "A" and "XII" by A.M. Best and is admitted to conduct business in the State of Texas.

Insurance

Tegrity maintains robust insurance coverage that is sufficient to meet requirements of CDBG disaster recovery programs that we are actively providing construction management services. Our current insurance coverage includes:

- General Liability \$1,000,000
- Excess Liability \$5,000,000
- Workers Compensation \$500,000
- Builder's Risk \$2,000,000
- Auto Liability \$1,000,000

A copy of our current insurance certificate is included on the following page. Upon an award of homes in this program, Tegrity will immediately obtain insurance certificates naming the County and the Commissioners Court as additional insured as well as providing a waiver of subrogation.

PERMITS, REGISTRATIONS & CERTIFICATIONS

The following permits, registrations and certifications pertaining to Tegrity's ability to conduct business in the State of Texas include:

- Letter of Registration, Texas Secretary of State
- Certificate of Account Status, Texas Comptroller of Public Accounts
- Texas Residential Construction Commission (Registered Builder No. 48575)
- Member, Galveston Economic Development Partnership (GEDP)
- Member, National Association of Home Builders (NAHB)
- Member, Texas Association of Builders (TAB)
- EPA Lead-Safe Certification (40CFR Part 45.225)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
05/20/11

INSURED:
YouRisk Services SouthWest, Inc
1405 W. Colfax
Place Center East
211 North Haskell Ave. Suite 600
Dallas, TX 75204 USA
Phone: (806) 284-7112 Fax: (847) 953-6390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY	COVERAGE
A First Specialty Insurance Corp.	
B Texas Mutual Insurance Company	
C	
D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. THE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN AS REQUESTED.

COV. TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNERS AND CONTRACTORS PROTECTIVE <input type="checkbox"/>	IRO45012	03/10/2010	12/10/2011	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOSITE AGG \$ 2,000,000 PERSONAL & AUTO EXCL EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (See Des Foot) Excluded MEDICAL EXPENSE (See Des Foot) Excluded AUTO & NON-AUTO EXCL \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> EXCLUDED AUTOS <input type="checkbox"/> UNLICENSED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> UNLICENSED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ BODILY INJURY - PERSONS \$ BODILY INJURY - PROPERTY \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - CA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH OCCURRENCE \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OVERLAY (S/A) <input type="checkbox"/> OTHER THAN (S/A) (S/A FORM)	IRE45013	03/10/2010	12/10/2011	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROFESSION/ART/TRADE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL RESULT OF EMPLOYEE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	TSF000121179720100430	04/30/2010	04/30/2011	<input checked="" type="checkbox"/> NO STATUTORY LIMIT <input type="checkbox"/> OTHER \$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, RESTRICTIONS, SPECIAL ITEMS

Evidence of Insurance

CERTIFICATE HOLDER

Tegny Homes LLC
6130 Finco Square Blvd., Suite 400
Finco, TX 75044 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. IF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

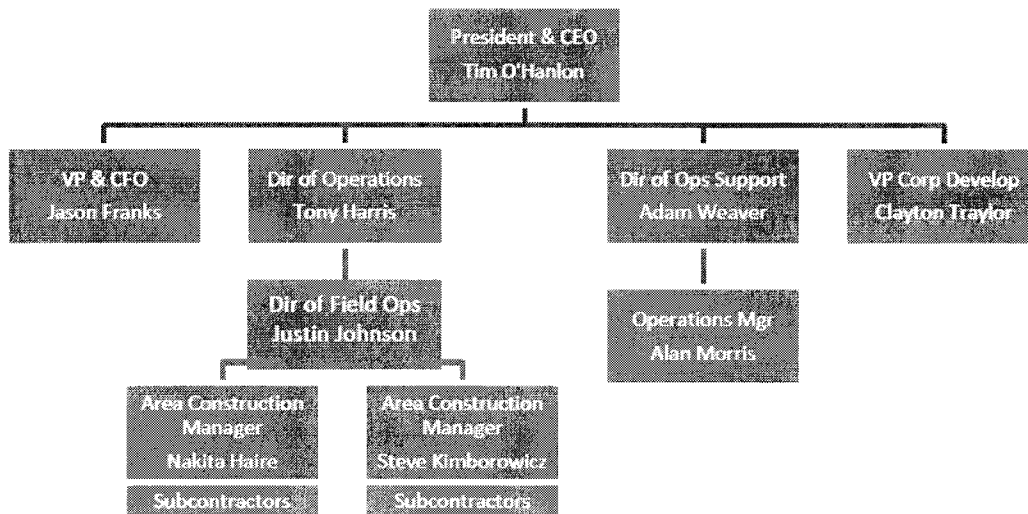
Alan Paul Service Southwest, Inc

ACORD 25-S (1/95)

©ACORD CORPORATION 1995

PART IV – PROJECT MANAGEMENT STRUCTURE

Tegrity has a well-tested construction management process that we have used in multiple disaster recovery programs. Justin Johnson will act as the overall project manager for the program and directly supervises the field team responsible for the supervision of construction on the job sites. These Field Managers supervise our Trade Partners (subcontractors) in the construction of our homes. We use an integrated purchasing and scheduling information system which provides real-time updates on the status of each construction job – our field managers mark tasks complete as they occur using hand held devices or laptops in the field. We also have a robust team to support our field personnel as outlined in the organizational chart depicted below.



Affirmative Marketing Approach

Tegrity has always made a strong effort to include minority, women-owned, Section 3 and Historically Underutilized Businesses (HUBs). To date, Tegrity's subcontractor base is composed of 50% small businesses, 25-30% minority-owned and woman-owned businesses. Tegrity is a veteran-owned and operated small business and is committed to proactively seeking subcontracting opportunities to these businesses to the fullest extent consistent with efficient contract performance. Our goal is to award 40% of subcontracted work to minority, women-owned and HUBs.

To meet affirmative marketing requirements, Tegrity informs the public, candidates for employment and potential subcontractors through the following, but not limited to:

- a) Placement of public notice in the Galveston Daily News and the Houston Chronicle or other forms of local press, newsletters/brochures, or an on-site sign and dissemination of marketing brochures;
- b) Providing and requiring use of specific mailing lists of organizations whose membership or clientele consists primarily of protected class members;
- c) Communication of employment and subcontracting opportunities to community organizations, places of worship, fair housing groups, housing and social service centers or housing counseling agencies;
- d) Specify use of multiple languages in order to reach non-English speaking audiences; and
- e) Specifying the media sources to be used in advertising for a particular audience.

Additionally, Tegrity is an equal opportunity employer and affirmatively seeks diversity in its workforce. Tegrity recruits qualified applicants and advances in employment its employees without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex, age, veteran status, sexual orientation, or any other category protected by law.

Sample Advertisement

INVITATION TO BID – HOUSING REHABILITATION AND CONSTRUCTION SUBCONTRACTORS

Tegrity Homes has been selected as the prime contractor for the Houston-Galveston Area Council Disaster Recovery Program and extend an invitation to all qualified MBE/WBE and non-MBE/WBE subcontractors to provide competitive proposals for home remodel, rehabilitation, demolition and new home construction services. Once identified, the subcontractor would assist Tegrity Homes in completion of work to be performed under the Houston-Galveston Area Council disaster recovery program. The Subcontractor performs for Tegrity Homes in the tasks required under the disaster recovery program. MBE/WBE are encouraged to submit bids. Bid information can be obtained by contacting Adam Weaver, Director Operations Support, Tegrity Homes 2600 South Shore Boulevard, Suite 300, 4731 North Boulevard, League City, Texas 77573, by email at operations@tegrityhomes.com or through our website at www.tegrityhomes.com. The response to the invitation for bid deadline is July XX, 2010.

TegrityHomes

TegrityHomes is one of a kind.

We build homes for people displaced by natural disasters. The company is organized to achieve this unique mission like no other home builder on the Gulf Coast. We have strong financial backing. TegrityHomes was built for strength and staying power.

TegrityHomes (Tegrity) was founded by former executives of one of the nation's largest home builders. We draw upon nearly 60 years of homebuilding experience in Texas and more than 30 years of homebuilding experience along the Gulf Coast. We're a new company with fresh ideas, founded upon lasting values.

We have an immediate need for subcontractors and trade partners within our current project with the Houston-Galveston Area Council for the reconstruction and rehabilitation of homes damaged by Hurricane Ike in the county area including Austin, Brazoria, Matagorda, Walker and Waller counties.

Tegrity is committed to diversity in our trade partners and employees.

Tegrity has always made a strong effort to include minority, women-owned and Historically Underutilized Businesses (HUBs). Tegrity is seeking to expand its subcontractor base to further rely on minority, woman-owned businesses and HUBs.

Tegrity, itself, is a veteran-owned and operated small business and is committed to the awarding of subcontracts to these businesses to the fullest extent consistent with efficient contract performance for the construction services we provide.

Additionally, Tegrity is an equal opportunity employer and affirmatively seeks diversity in its workforce. Tegrity recruits qualified applicants and advances in employment its employees without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex, age, veteran status, sexual orientation, or any other category protected by law. Equal Opportunity Employer. M/F/D/V

CONTACT INFORMATION

GULF COAST OFFICE
 2600 South Shore Boulevard, Suite 300
 League City, Texas 77573
 Toll Free: 888.754.6096
 Office: 281.668.9134
 Fax: 281.559.4622

EMAIL US DIRECTLY
Our Customers:
customercare@tegrityhomes.com

Our Trade Partners:
operations@tegrityhomes.com

General Comments and Inquiries:
contactus@tegrityhomes.com

TegrityHomes

PART VI – PERSONNEL

OVERVIEW

We have handpicked the best talent in the industry. Each employee is experienced in managing complex, multi-site construction projects, working with neighbors, civic authorities, trade partners and homeowners. Our field team has over 75 years of combined residential construction experience and has managed the construction of thousands of units within Texas to include directly managing the construction of 250 plus units within the City of Galveston (Pointe West, Windstorm I) and providing oversight and quality review for approximately 200 units within the County of Galveston (Villages at Tuscan Lakes, Windstorm II). This experience resulted in Tegrity's contract award as a reconstruction prime contractor in the THAP disaster recovery program.

FIELD OPERATIONS ROLES AND RESPONSIBILITIES

Program Director – 33% Dedicated

Responsible for the Management and oversight of all construction operations within the TX Gulf Coast Region. These responsibilities include managing all Area Construction Managers, enforcing all quality control and safety programs and ensuring schedule and budget compliance. Primary point of contact between H-GAC and Tegrity.

Lead Site Supervisor – 50% Dedicated

Directly responsible for all construction operations & personnel for assigned areas, which includes: ensuring homes are built to the expected standards of quality, maintain schedules, developing relationships and training field staff.

Site Supervisor – 100% Dedicated

Responsible for the day to day management & oversight of assigned projects including the daily management of contractors, scheduling and budgeting, quality and safety enforcement and audit in the field. Other responsibilities include being the main point of contact for the customer during construction and the warranty process.

Corporate Personnel will be partially dedicated as required to ensure safe, efficient and timely operational support to the field.

PART VIII – CONFLICT OF INTEREST

A signed Conflict of Interest form confirming Tegrity does not have any conflicts of interest with this procurement is included on the following page.

CONFLICT OF INTEREST QUESTIONNAIRE

All Applicants

The standards in OMB Circular A-110, Subpart C, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selection for an award.

CDBG and HOME Applicants Only

The CDBG regulations at 24 C.F.R. § 570.611 and HOME regulations at 24 C.F.R. § 92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or Subrecipient that are receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

<input checked="" type="checkbox"/>	I certify that no conflict of interest exists between Houston-Galveston Area Council and TEGRITY TH 1 LLC <hr/> <small>(Name of Organization)</small>
<input checked="" type="checkbox"/>	I certify that no conflict of interest exists between the subcontractors of and TEGRITY TH 1 LLC <hr/> <small>(Name of Organization)</small>
If there is a conflict, complete the following:	
<input type="checkbox"/>	I certify that a conflict of interest does exist between Houston-Galveston Area Council and <hr/> <small>(Name of Organization)</small>
<input type="checkbox"/>	I certify that a conflict of interest does exist between <hr/> <small>(Name of subcontractor)</small> and <hr/> <small>(Name of Organization)</small>
Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).	
N/A	
Signature of Authorized Agency Official	
Date 6/15/2011	

T. J. O'Hanlon, President, Tegrity Homes LLC, Managing Member of Tegrity TH 1 LLC	
Typed Name and Title	
<p style="text-align: center;">CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ</p> <p>For vendor or other person doing business with local governmental entity</p>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By Law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006. Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center;">N/A</p>	
<p>2.</p> <p><input type="checkbox"/> Check this box if you are filling an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center;">N/A</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center;">N/A</p>	



July 07, 2011

Housing Rehabilitation Specialist
Fort Bend County
Community Development Department
4520 Reading Road Suite A
Rosenberg, TX 77471

To Whom It May Concern:

Tegrity has agree to complete RFP 11-071 Construction of Single Family Residential Structures, 14518 FM 1236, Needville, TX for \$136,500.00. This price includes all items indicated in the RFP (demolition, salvage fireplace, reconstruction, installation of OSSF System, installation of new water well).

Thank you,

Adam Weaver

Director Operations Support
TegrityHomes LLC
972.403.1800ext200 office
972.591.4596 fax
214.636.3645 mobile
www.tegrityhomes.com
adam.weaver@tegrityhomes.com