
CONSTRUCTION SPECIFICATIONS
AND
CONTRACT DOCUMENTS

FOR

EMERGENCY REPAIR AND/OR REPLACEMENT OF WEST BANK
JEFFERSON PARISH TRAFFIC CONTROL SIGNS DAMAGED AS A
RESULT OF A NATURAL DISASTER OR OTHER STATE OF EMERGENCY
FOR A PERIOD OF TWO YEARS

JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS PROJECT NO. 2019-001B-TR

PROPOSAL NO. 50-00125492

January, 2019

Prepared By:

Jefferson Parish Engineering Department
1221 Elmwood Park Boulevard, Suite 802
Jefferson, Louisiana 70123



SET NO. _____

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Advertisement for Bids
Bid No. 50-00125492

SEALED BIDS will be received in the West Bank Purchasing Department, Paul D. Connick, Sr., Emergency Operations & Communications Center, 910 3rd Street, Gretna, LA 70053 until 2:00pm, **April 25, 2019** and publicly opened thereafter. At no charge, bidders may submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this **free** site. For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. **However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location at 2:00pm for the following:**

EMERGENCY REPAIR AND/OR REPLACEMENT OF WEST BANK JEFFERSON PARISH TRAFFIC CONTROL SIGNS DAMAGED AS A RESULT OF A NATURAL DISASTER OR OTHER STATE OF EMERGENCY FOR A PERIOD OF TWO (2) YEARS

All bids must be in accordance with the contract documents on file with the Jefferson Parish Purchasing Department, Paul D. Connick, Sr., Emergency Operations & Communications Center, 910 3rd Street, Gretna, LA 70053. All bidders must show the Bid Number on the outside of their bid envelope.
Late bids will not be accepted.

Each bid must be accompanied by a cashier's check, certified check, or surety bid bond **in the amount of 5% of the total bid amount WHEN INDICATED IN THE SPECIFICATIONS.** If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid Solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

The specifications are on file and open for inspection in the Jefferson Parish Purchasing Department, located in the Paul D. Connick, Sr., Emergency Operations & Communications Center, 910 3rd Street, Gretna, Louisiana 70053. A complete set of Contract Documents may be secured from the same office (Phone: 504-364-2678) by licensed contractors upon receipt of **\$25.00 per set**. Deposit on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of documents in good condition no later than ten (10) days after receipt of bids.

The Jefferson Parish Council reserves the right to reject all bids and to reject bids for just cause, pursuant to the law. Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

Renny Simno
Director
Purchasing Department

Jenifer Lotz
Chief Buyer
Purchasing Department

ADV: The Times Picayune: March 27, April 3, & April 10, 2019

For additional information, please visit the Purchasing Webpage at <http://purchasing.jeffparish.net> or you may call 504-364-2678.



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Renny Simno
Director

January 2019

CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

- **As of January 9, 2019, due to water damage in our main office of 200 Derbigny Street, Suite 4400, Gretna, LA 70053 is closed. Westbank Purchasing Department has temporarily relocated to Paul D. Connick, Sr., Emergency Operations & Communications Center, 910 3rd Street, Gretna, LA 70053. All hand delivered bids and advertised bid openings will be held at this location at the set date and time on the individual Invitation to Bid.**
 - **As of November 13, 2018, for all advertised (2:00 pm) bids, the bid tabulation will be released to the vendors 14 days from the bid opening date.**
- Other continued changes:
- Bid submissions can be delivered to the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid submission to the East Bank location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**
 - For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
 - Current W9 Forms and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
 - **Proof of insurance in the form of a current certificate evidencing coverages is required with bid submission from all bidders.** Bidders must read the insurance requirement attachment included in each bid package for specific instructions. Upon contract execution, successful bidder must produce final insurance certificates in accordance with Jefferson Parish insurance requirements.

Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.

For more information, please call Jefferson Parish Purchasing at 504-364-2678.

Joseph S. Yenni Building – 1221 Elmwood Park Blvd., Ste. 404, Jefferson, LA 70123
Office 504.364.2678

General Government Bldg. – 200 Derbigny St – Suite 4400 - Gretna, LA 70053
Office 504.364.2678

Email: Purchasing@jeffparish.net Website: www.jeffparish.net

IMPORTANT NOTICE TO ALL BIDDERS – BID REQUIREMENTS

A. LOUISIANA CONTRACTOR'S LICENSE FOR THIS PROJECT

Must be in the following category: Highway, Street, and Bridge Construction

B. TIMELINES

Except as where provided by law, Bidder agrees that this bid shall be legally binding and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Letter of Award (copy of adopted resolution awarding bid by Jefferson Parish Council) during this period, the bid accepted shall continue to remain binding pending execution of the Contract.

Bidder agrees to execute the ensuing Contract and will deliver applicable Bonds to secure the faithful performance thereof.

Low Bidder will execute the formal agreement within twelve (12) days after the original date of Owner's Notification of award and will deliver a Performance Bond and Labor and Materials Payment Bond, both in an amount of 50% of the contract price, for any and all Notices to Proceed, within 24 hours of the Low Bidder's receipt of the Notice to Proceed, for the faithful performance of the Contract. If due to emergency conditions, the Contractor cannot obtain and furnish the bonds within 24 hours, the Contractor shall provide written justification for the delay and obtain the bonds as soon as possible. In no case will any payment be issued for work performed by the Contractor until both bonds have been furnished. The cost of the bond premiums will be the responsibility of the Contractor.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department within 48 hours after bid opening. After consultation, the Parish Attorney's Office will then respond to protests in writing.

Upon full execution of the Contract and receiving a written notice to proceed, the bidder agrees that all work shall be completed as follows: Upon receipt of a "Notice –To-Proceed, by any available method of communication," the Contractor shall begin work within 24 hours and work on a continuous daily basis, unless instructed otherwise by the Director of the Jefferson Parish Engineering Department or the Traffic Engineer Supervisor of the Traffic Division of the Jefferson Parish Engineering Department. Work by the Contractor will continue until the aforementioned Director of the Engineering Department or Traffic Engineer Supervisor determines that services are no longer necessary and issues a "Notice-To-Cease" to the Contractor.

C. LIQUIDATED DAMAGES

As this is an Emergency Contract, there will be no provision for liquidated damages.

D. METHODS OF BID SUBMISSION

1) Online at no charge via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net. Registration and use of this site is free to Jefferson parish vendors.

2) West Bank Purchasing Department, Paul D. Connick, Sr., Emergency Operations & Communications Center, 910 3rd Street, Gretna, LA 70053.

Office Hours: Monday – Friday, 8:30 AM – 4:30 PM

3) East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson, LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids submitted for this project will be publicly opened at the West Bank location on the date and time advertised for bid opening.

Office Hours: Monday – Friday, 8:30 AM – 4:30 PM

E. ETHICAL STANDARDS AND COOPERATION WITH THE OFFICE OF THE INSPECTOR GENERAL

Vendor agrees by bid submission to comply with all provisions of Louisiana Law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, as published on <http://ethics.la.gov> and applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to this chapter. Every parish contract and every bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.

F. REQUIRED AFFIDAVITS

For convenience, all legally mandated affidavits have been combined into one form, entitled THE PUBLIC WORKS BID AFFIDAVIT. All bidders must submit with their bid submission, a completed, signed and properly notarized affidavit in its original format and without alteration in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration prior to, or at contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

G. BID REQUIREMENTS (BID DOCUMENTS, SPECIFICATIONS, BONDS, W-9 AND PAYMENT INFO)

Bidders must review the bid specifications and include any required documentation, including but not limited to the LA Public Works Uniform Bid Form, Bid Security, Corporate Resolution or written evidence of signature authority, and the Public Works Affidavit. Pursuant to LA R.S. 38:2212(B)(3)(b), bidders shall also be responsible for providing any other documentation as required, i.e. federal grant documentation, etc. Please note that the payment and performance bonds must be supplied by the successful bidder upon contract signing. Further, while Jefferson Parish may have these on file, all bidders are encouraged to furnish their current W-9 Form and respective Tax Identification Numbers with bid submission; records on file may be invalid or expired. However, the successful bidder must submit a W-9 Form and respective Tax Identification Number upon contract execution. Failure to do so may result in payment delays. Bidders must comply with all provisions of the General Terms and Conditions as approved by Resolution No. 113646 and/or 113647. A copy of these terms and resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. Bidders may also obtain a copy by visiting the Purchasing Department's webpage at www.purchasing.jeffparish.net and clicking on Online forms.

Bid Security: Bidders shall provide bid security in the form of a bid bond, cashier's check or money order in the amount of five percent (5%) of the total bid price (Base Bid and any Alternates). Such security shall become the property of the Owner in the event the successful bidder fails or refuses to execute the Contract or fails to produce performance and payment bonds as previously stipulated.

If submitting online, bidders must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.

H. INSURANCE REQUIREMENTS

Bidders must submit with bid submission a current (valid) insurance certificate evidencing required coverages. Failure to comply will cause the bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

IMPORTANT NOTICE TO ALL BIDDERS – CONTRACT REQUIREMENTS

If a new contract has not been executed by May 1st, 2019, the existing contract shall automatically extend until the end of the calendar year.

Upon award of a contract to the lowest responsible bidder, the parties will enter into a non-exclusive contract and the Parish retains the right to obtain similar services from additional providers if necessary. The parties intend the Parish to procure other services from contractors when to do so would result in services being obtained in a more prompt and economic manner, due to the emergency nature of the work.

The Parish is not restricted from utilizing its own personnel and equipment or the personnel or equipment of other governmental entities or of any other entities or contractors when the services performed by those entities can be performed with greater speed or less cost to the Parish.

It is understood that this contract will be utilized on an emergency basis only. Under no circumstances should bidders assume that this contract will be utilized for normal daily activities of Jefferson Parish.

As this is an emergency response contract, the actual work to be performed may significantly vary from the estimated quantities. Therefore, Jefferson Parish reserves the right to eliminate items of work and increase or decrease the estimated quantities for items of work to meet existing conditions without allowing for any reevaluation and adjustment to the unit prices for the individual items of work.

Parts and supplies for which there is no price or quantity included in the Agreement shall be paid for at a unit price or lump sum to be agreed upon in advance and in writing, by the PARISH and the CONTRACTOR. Where such price and sum cannot be agreed upon by both parties, the payment to do such work shall be based on a reasonable cost to be established based on historic documentation for similar parts and supplies, or the average cost for similar parts and supplies in the area, or published unit costs from a national cost estimating database.

As this is an emergency response contract, it is understood that the bidder must be able to support all required employees necessary to fulfill the project requirements in a post-disaster environment, including but not limited to: fuel, food, housing, supplies, materials, etc.

TO: JEFFERSON PARISH PURCHASING
PAUL D. CONNICK, SR.
Emergency Operations & Communications Center
910 3rd STREET
GRETN, LA 70053

BID FOR: EMERGENCY REPAIR AND/OR REPLACEMENT OF
WEST BANK J.P. TRAFFIC CONTROL SIGNS
DAMAGED AS A RESULT OF A NATURAL
DISASTER OR OTHER STATE OF EMERGENCY FOR
A PERIOD OF TWO (2) YEARS

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: _____

Jefferson Parish Engineering Department and dated: January 2019
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) -0-

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

two hundred forty thousand five hundred dollars and ^{no}/₁₀₀ Dollars (\$) 240,500.00

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$)

NAME OF BIDDER: Traffic Solutions Louisiana LLC
ADDRESS OF BIDDER: 2950 St. Anthony Ave. New Orleans, LA 70122
LOUISIANA CONTRACTOR'S LICENSE NUMBER: 164
NAME OF AUTHORIZED SIGNATORY OF BIDDER: Stacy Seamon
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: [Signature]

DATE: 4-25-19

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA-R.S. 38:2218 (B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA-R.S. 38:2218.(A) is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

Bid# 50-00125492

TO: JEFFERSON PARISH PURCHASING
PAUL D. CONNICK SR EOC Center
910 3rd STREET
GRETN, LA 70053
(Owner to provide name and
address of owner)

EMERGENCY REPAIR AND/OR REPLACEMENT OF
WEST BANK J.P. TRAFFIC CONTROL SIGNS
DAMAGED AS A RESULT OF A NATURAL
DISASTER OR OTHER STATE OF EMERGENCY FOR
A PERIOD OF TWO (2) YEARS

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.
Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0010 SIGN REPLACEMENT	
	<input type="checkbox"/> Alt.#		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
001	2,000.00	SQFT	12.00
			24,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0020 SIGN POST REPLACEMENT 7 FEET LENGTH	
	<input type="checkbox"/> Alt.#		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
002	100.00	EA	80.00
			8,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0030 SIGN POST REPLACEMENT 11 FEET LENGTH	
	<input type="checkbox"/> Alt.#		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
003	1,000.00	EA	90.00
			90,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0040 EXISTING SIGN ATTACHMENT	
	<input type="checkbox"/> Alt.#		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
004	800.00	EA	40.00
			32,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0050 SIGN AND SIGN POST REMOVAL AND SALVAGE	
	<input type="checkbox"/> Alt.#		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
005	50.00	EA	10.00
			500.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0060 SIGN STRAIGHTENING	
	<input type="checkbox"/> Alt.#		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
006	800.00	EA	90.00
			72,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0070 TEMPORARY STOP SIGN	
	<input type="checkbox"/> Alt.#		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
007	100.00	EA	140.00
			14,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid	0080 COST TO CONTRACTOR TO LIST JEFFERSON PARISH AS AN ADDITIONAL INSURED ON CONTRACTOR'S GENERAL LIABILITY INSURANCE	
	<input type="checkbox"/> Alt.#		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
	1.00	EA	- 0 -
			- 0 -

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

Bid# 50-00125492

TO: JEFFERSON PARISH PURCHASING
PAUL D. CONNICK SR EOC Center
910 3rd STREET
GRETN, LA 70053
(Owner to provide name and
address of owner)

EMERGENCY REPAIR AND/OR REPLACEMENT OF
WEST BANK J.P. TRAFFIC CONTROL SIGNS
DAMAGED AS A RESULT OF A NATURAL
DISASTER OR OTHER STATE OF EMERGENCY FOR
A PERIOD OF TWO (2) YEARS

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.
Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # _____	0090 COST TO CONTRACTOR TO LIST JEFFERSON PARISH AS AN ADDITIONAL INSURED ON CONTRACTOR'S AUTOMOTIVE INSURANCE		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	1.00	EA	- 0 -	- 0 -

DESCRIPTION:	<input type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # _____			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	<input type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # _____			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	<input type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # _____			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	<input type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # _____			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	<input type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # _____			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	<input type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # _____			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION:	<input type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # _____			
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

Public Works Bid

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

Stacy Seamon, (Affiant) who after being by me duly sworn,

deposed and said that he/she is the fully authorized President of

Traffiz Solutions Louisiana LLC (Entity), the party who submitted a bid in response to Bid

Number 2019-0018-T2 to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ✓ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.


Updated: 02.27.2014

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

Choice B  There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

Updated: 02.27.2014

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)


The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

[The remainder of this page is intentionally left blank.]

Updated: 02.27.2014

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).



Signature of Affiant

Stacy Seamon

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 25 DAY OF April, 2019.



Notary Public

Stephen Harris

Printed Name of Notary

LA BAR #32492

Notary/Bar Roll Number

My commission expires lifetime.

Updated: 02.27.2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ellen Adams
EMERY & JAMES LTD	PHONE (A/C, No, Ext): (985) 345-0376
300 East Morris Ave	FAX (A/C, No): (985) 345-0444
	E-MAIL ADDRESS: eadams@emeryjames.com
Hammond LA 70403	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Travelers Indemnity Company of Connecticut
INSURED	INSURER B: Travelers Property Casualty Company of America
Traffic Solutions Louisiana, L.L.C.	INSURER C: The Travelers Indemnity Company
2950 St. Anthony Avenue	INSURER D:
	INSURER E:
New Orleans LA 70122	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL18122707216

REVISION NUMBER:

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO8293B582	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-2L925955	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP4K438194	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes; describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	UB9J591889	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		N						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, limits and exclusions: Certificate Holder and Owner Added As Additional Insured As Regards to the Operations of the Named Insured on the General Liability, Auto and Excess Policies if Required By Written Contract. Rights of Subrogation Waived In Favor of Certificate Holder and Owner As Regards to General Liability, Auto, Workers Compensation and Excess As Required By Written Contract.

CERTIFICATE HOLDER

CANCELLATION

Jefferson Parish, its Districts Depts and Agencies under the direction of the Jeffesron Parish Dept of Engineering Harahan LA 70123	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TRAFFIC SOLUTIONS LOUISIANA, LLC

2 Business name/disregarded entity name, if different from above

TRAFFIC SOLUTIONS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2950 ST ANTHONY AVE

6 City, state, and ZIP code

NEW ORLEANS, LA 70122

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

8 3 - 3 3 8 9 7 0 5

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 ►

04/04/2019

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. [Bid number 50-00125492], Emergency Repair and/or Replacement of West Bank Jefferson Parish Traffic Control Signs Damaged as a Result of a Natural Disaster or Other State of Emergency – Public Works Project No. 2019-001B-TR

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Stacy Seamon, hereby certify on
(name and title of bidder's official)

behalf of Traffic Solutions Louisiana, LLC that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 25 day of April, 2019.

By [Signature]
(signature of authorized official)

President
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. [Bid number 50-00125492], Emergency Repair and/or Replacement of West Bank Jefferson Parish Traffic Control Signs Damaged as a Result of a Natural Disaster or Other State of Emergency – Public Works Project No. 2019-001B-TR

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Stacy Seamon, President
(Name and Title of bidder's official)

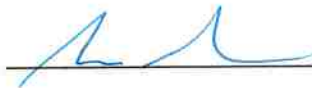
Traffic Solutions Louisiana, LLC
(Name of bidder/company)

2950 St. Anthony Ave
(Address)

New Orleans LA 70122
(Address)

PHONE 504-948-4809 FAX 504-948-4802

EMAIL stacy@traffic-solutionsinc.net



Signature 4-25-19 Date

**WRITTEN ACTION IN LIEU FIRST MEETING OF
THE SOLE MEMBER
OF
TRAFFIC SOLUTIONS LOUISIANA, LLC**

The undersigned, being the sole member (the "Member") of Traffic Solutions Louisiana, LLC, a Delaware limited liability company (the "Company"), acting pursuant to the provisions of the Delaware Limited Liability Company Act, consent to the adoption of and do hereby adopt the following resolutions, effective as of January 31, 2019:

Acknowledgement of Filing of Certificate of Formation

RESOLVED, that the Member hereby acknowledges that the Certificate of Formation of the Company was filed with the Delaware Secretary of State on January 31, 2019.

Payment of Organization Expenses

RESOLVED, that all fees, costs and other expenses incurred in effecting the organization of the Company and the commencement of its business operations are hereby ordered to be paid as promptly as possible.

Issuance of Membership Interests

RESOLVED, that the Member has contributed the sum of \$1.00 to purchase one (1) Unit of membership interest in the Company, and the officer s of the Company shall reflect the issuance of such membership interest in the required records of the Company; and

RESOLVED, that the Member upon making such contribution, shall become the sole member of the Company.

Adoption of Limited Liability Company Agreement

RESOLVED, that the Limited Liability Company Agreement in the proposed form prepared by counsel for the Company and submitted to the Member is hereby ratified and approved.

Fiscal Year

RESOLVED, that the fiscal year of the company shall end on the last day of December of each year.

Election of Officers

RESOLVED, that the following persons are hereby elected to the offices set forth opposite their names, to serve until the next election of officers and until their successors shall have been duly elected and qualified:

Stacy Seamon	-	President and Secretary
Ron Bordelon	-	Vice President
George Seamon	-	Vice President

Adoption of Banking Resolutions

RESOLVED, that the Member shall designate a bank as a depository for the funds of the Company and that the officers of the Company shall be authorized to make deposits and withdrawals, and make loans, either secured or unsecured from such bank, all in accordance with the detailed resolutions set forth on the bank's form of resolution, which is incorporated herein as fully as though specifically set forth.

[Signature page to follow]

IN WITNESS WHEREOF, the sole Member of the Company has signed this Written Action as of the date and year first above written.

MEMBER:

TRAFFIC SOLUTIONS, INC.

A handwritten signature in dark ink, appearing to read 'Stacy Seamon', is written over a horizontal line.

By: Stacy Seamon
Its: President

**WRITTEN CONSENT
OF THE SOLE MEMBER OF
TRAFFIC SOLUTIONS LOUISIANA, LLC**

The undersigned, being the sole member (the "Member") of Traffic Solutions Louisiana, LLC, a Delaware limited liability company (the "Company"), hereby adopts the following resolutions as of March 29, 2019:

Officer Resignation and Replacements

WHEREAS, the Company has entered into that certain Unit Purchase and Contribution Agreement (the "Purchase Agreement"), dated as of even date herewith, by and among the Company, the Member, and the other parties thereto; and

WHEREAS, the Member agrees that it is in the best interests of the Company to accept the resignation of certain officers of the Company and to elect replacement officers to such positions.

RESOLVED, that effective as of the date hereof, Stacy Seamon submitted her resignation as Secretary, which resignation has been accepted by the Member.

FURTHER RESOLVED, that Joel Grebenick is elected Vice President and Secretary, effective as of the date hereof, to serve until the next election of officers and until a successor shall have been duly elected and qualified.

FURTHER RESOLVED, that the Member reaffirms that the officers of the Company are:

<u>Name</u>	<u>Title</u>
Stacy Seamon	President
Ron Bordelon	Vice President
George Seamon	Vice President
Joel Grebenick	Vice President and Secretary

Ratification of Past Actions

RESOLVED, that all actions taken on behalf of or in the name of the Company (including, but not limited to, entering into the lease agreements for the property located at 2950 St. Anthony Ave., New Orleans, LA 70122 (with BGS Enterprises, L.L.C.), the property located at 10442 S. Choctaw Dr., Baton Rouge, LA 70815 (with SOB Investments, L.L.C.), and the property located at 2902 St. Anthony Ave., New Orleans, LA 70122 (with SOB Investments, L.L.C.)) by the officers elected pursuant to the foregoing resolutions, from and after the dates of their election, are hereby approved, ratified and confirmed in all respects and adopted as the acts and deeds of the Company.

Counterpart Signatures

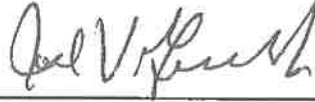
This written action may be executed in multiple counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered via facsimile or via e-mail shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the sole Member of the Company has signed this Written Action as of the date and year first written above.

MEMBER:

MIDWEST TRAFFIC CONTROL, LLC

A handwritten signature in dark ink, appearing to read "Joel Grebenick", is written over a horizontal line.

By: Joel Grebenick

Its: Secretary

March 29, 2019

Louisiana State Licensing Board for Contractors
2525 Quail Drive
Baton Rouge, LA 70808

Re: Notification of Change of Ownership of Traffic Solutions, Inc. – License #164

To whom it may concern:

On March 29, 2019, Traffic Solutions, Inc. (the “Licensee”) entered into a transaction (the “Transaction”) pursuant to which the Licensee contributed substantially all of its assets and liabilities to a wholly-owned subsidiary, Traffic Solutions Louisiana, LLC (the “Company”), and the Licensee then sold 100% of the equity of the Company to Midwest Traffic Control, LLC (the “Buyer”). The purpose of this letter is to notify you of the Transaction and of the change of ownership of the Company. Following the closing of the Transaction, the day-to-day operations of the Company will remain substantially the same as they were prior to the Transaction, and Stacy Seamon will remain the Qualifying Person.

Enclosed with this letter are copies of the following documents relating to the Transaction and the change of ownership:

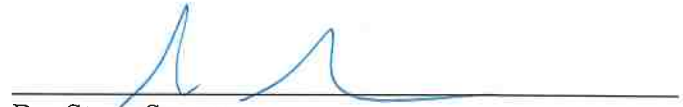
- Contribution Agreement, dated March 29, 2019, between the Seller and the Company.
- Unit Purchase and Contribution Agreement, dated March 29, 2019, between the Seller, the Company, the Buyer, and the other parties named therein.
- Check for \$100, made out to the Louisiana State Licensing Board for Contractors, for the change of ownership fee.

Please do not hesitate to reach out to Stacy at (504) 948-4809 or stacy@trafficsolutionsinc.net if you have any questions regarding the Transaction.

March 29, 2019
Page 2

Sincerely,

TRAFFIC SOLUTIONS LOUISIANA, LLC



By: Stacy Seamon
Its: President

EXHIBIT A
CONTRIBUTION AGREEMENT

See attached.

CONTRIBUTION AND ACCEPTANCE AGREEMENT

THIS CONTRIBUTION AND ACCEPTANCE AGREEMENT (this "Agreement") is entered into as of March 29, 2019 by and between Traffic Solutions, Inc., a Louisiana corporation ("Transferor"), and Traffic Solutions Louisiana, LLC, a Delaware limited liability company ("Transferee").

WITNESSETH

WHEREAS, subject to the terms and conditions set forth in this Agreement, Transferor desires to contribute and transfer to Transferee, and Transferee desires to acquire, receive and accept from Transferor, all of Transferor's rights, title and interests in and to all of the tangible and intangible assets and rights of any kind or description (including, without limitation, all Benefit Plans and Insurance Policies of Transferor), wherever located, that are owned or leased by Transferor, exclusive solely of the Excluded Assets (as hereinafter defined) (collectively, other than the Excluded Assets, the "Contributed Assets"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Transferor desires to contribute to Transferee, and Transferee desires to assume, all of Transferor's operating liabilities (including, without limitation, the obligation to pay, discharge, or perform, as appropriate and when due, all liabilities and obligations of Transferor under each of Transferor's Contracts hereby transferred and/or assigned and works-in-progress, arising from and after the closing of the Purchase Agreement (as hereinafter defined), except to the extent any liability or obligation of Transferor relates to any violation, breach, or default by Transferor occurring prior to the date hereof under such Contracts), and the Current Liabilities (collectively, the "Contributed Liabilities"); which Contributed Liabilities will not include, for the elimination of doubt, any transaction expenses incurred by the Transferor or the Shareholders in connection with this Agreement, the Purchase Agreement or the transactions contemplated hereby and thereby or any liabilities or cleanup costs relating to the underground storage tank leak located at 2950 St. Anthony Ave. as disclosed on Schedule 4.25 to the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants stated herein, and other consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Definitions. As used herein, the term "Excluded Assets" means the assets listed in Schedule 1 hereto.
2. Contribution of Assets and Liabilities. As of the date hereof, Transferor hereby contributes, assigns, conveys, transfers, and delivers to Transferee, all rights, title and interest of Transferor in and to the Contributed Assets and the Contributed Liabilities.
3. Acceptance. Transferee hereby acquires, receives and accepts from Transferor the contribution, assignment, conveyance, transfer and delivery of the Contributed Assets, and Transferee hereby accepts from Transferor the assignment of the Contributed Liabilities and hereby assumes and agrees to pay, perform and discharge the Contributed Liabilities, as and when due.

4. Representations and Warranties of Transferor. Transferor hereby represents, warrants, and covenants to Transferee that the following statements are true and correct:
 - a. Organization and Capacity. Transferor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Louisiana. Transferor has full legal power and capacity to execute and deliver and perform all of its obligations under this Agreement.
 - b. Due Execution; Validity of Agreement. This Agreement has been duly executed and delivered by Transferor, and (assuming due execution and delivery hereof by Transferee) constitutes the valid and binding obligation of Transferor enforceable against Transferor in accordance with its terms.
 - c. Title to Assets. Transferor owns the Contributed Assets beneficially and of record, free and clear of any liens, and has full power and authority to convey the Contributed Assets free and clear of any liens, and upon delivery to Transferee of the Contributed Assets as herein provided, Transferor will convey to Transferee good and valuable title or a leasehold interest to the Contributed Assets, free and clear of any liens.
 - d. Consents. Except as otherwise provided in the Purchase Agreement, all consents, licenses, approvals, or authorizations required with any person or entity required or advisable in connection with this Agreement, the contribution of the Contributed Assets and the Contributed Liabilities, or the consummation of the other transactions contemplated hereby, have been obtained by Transferor.
5. Representations and Warranties of Transferee. Transferee hereby represents, warrants, and covenants to Transferor that the following statements are true and correct:
 - a. Organization and Capacity. Transferee is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Transferee has full legal power and capacity to execute and deliver and perform all of its obligations under this Agreement.
 - b. Due Execution; Validity of Agreement. This Agreement has been duly executed and delivered by Transferee, and (assuming due execution and delivery hereof by Transferor) constitutes the valid and binding obligation of Transferee enforceable against Transferee in accordance with its terms.
6. Further Assurances. Upon the request of any party hereto, the other parties hereto shall, without further consideration, execute and deliver, or cause to be executed and delivered, such other documents and instruments of contribution, conveyance, transfer, assignment, assumption, novation, and/or confirmation, and shall take, or cause to be taken, such further or other reasonable actions as any party hereto may deem necessary or desirable to carry out the intent and purposes of this Agreement and to consummate and give effect to the transactions contemplated hereby.

7. Assignment; Successors. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.
8. Amendment and Modification. This Agreement or any term hereof may be modified, waived, discharged or terminated only by an agreement in writing signed by the parties hereto.
9. Entire Agreement. Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties, whether written or oral, which may have related to the subject matter hereof in any way.
10. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which, together, shall constitute one and the same instrument. Signatures by facsimile and electronic copy shall be binding.
11. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware; however, any judicial proceeding must be brought in any court of competent jurisdiction, either, with respect to state court proceedings, within the State of Delaware, or, with respect to federal court proceedings, in the District of Delaware.
12. Purchase Agreement. This Agreement is entered into prior to the transactions contemplated by the Unit Purchase and Contribution Agreement (the "Purchase Agreement"), dated March __, 2019, among Midwest Traffic Control, LLC, Midwest Traffic Holding, LLC, Transferor, Transferee, and the Shareholders of Transferor. Capitalized terms used in this Agreement (including the Schedules hereto) that are not otherwise defined in this Agreement (including the Schedules hereto) shall have the respective meanings ascribed to such terms in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

TRANSFEROR:


TRAFFIC SOLUTIONS, INC.



By: Stacy Seamon
Its: President

TRANSFeree:

TRAFFIC SOLUTIONS LOUISIANA, LLC



By: Stacy Seamon
Its: Manager

SCHEDULE 1
EXCLUDED ASSETS

See attached.

Schedule 1.1
Excluded Assets

- (1) Gulf Coast Bank Commercial Checking Account No. xxxxx1537.
- (2) Gulf Coast Bank Payroll Acct Business Checking Account No. xxxxx2834.
- (3) Gulf Coast Bank Investment Acct Select Business Money Market Account No. xxxxx2254
- (4) Gulf Coast Bank Wealth Management Acct. Account No. xxxx-3749.
- (5) JP Morgan Chase Checking Acct. Account No. 000000xxxxx8119.
- (6) All Furniture and Artwork in George Seamon's Office located at 2950 St. Anthony Avenue, New Orleans, Louisiana: (a) Desk, (b) Book Shelves, (c) Side Table, (d) Sofa, and (e) Artwork.
- (7) All Furniture and Artwork in Ron Bordelon's Office located at 2950 St. Anthony Avenue, New Orleans, Louisiana: (a) Desk, (b) Credenza, (c) Drafting Table, (d) Sofa, and (e) Artwork.
- (8) Three Concrete Tables located at 2950 St. Anthony Avenue, New Orleans, Louisiana.
- (9) Personal Artwork located at 2950 St. Anthony Avenue, New Orleans, Louisiana: (a) Remington Bronze (Entryway), (b) Liechtenstein (Entryway), (c) 2 - Bertho Prints (Stacy's office), (d) 9 Deyber Prints (Conferences Room), and (e) 4 -Worlds Fair and Crescent City Classic Posters.
- (10) All of Seller's Tax Records and related documentation, including electronic and physical files, located at 2950 St. Anthony Avenue, New Orleans, Louisiana.
- (11) Lease by Traffic Solutions, Inc., Lessee, of 701 St. Ann Avenue, Apt. A, New Orleans, Louisiana, 70116, leased from Sahuque Realty. This lease will be terminated prior to Closing.