

ELAN CITY
450 7th Avenue (& 34th St.) Suite 1501
New York City, NY 10123-1591
United States
Phone. : (646) 878-6259
Fax. : (646) 770-3906
Email: sales@elancity.net

Shipping address :
Orland Park Police Department
15100 S Ravinia Ave
ORLAND PARK, IL 60462
United States

Invoice address :
Orland Park Police Department
15100 S Ravinia Ave
ORLAND PARK, IL 60462
United States

Orland Park Police Department
15100 S Ravinia Ave
ORLAND PARK, IL 60462
United States

Tel. : +17083648125
Fax : +17083498622

Quotation N° SO12867

Your Reference	Quotation Date	Contact	Payment Term			
	04/28/2026	MOLINA RIVAS Romel	Net 30 Days			
Description	Qté	P.U	Disc.(%)	Discounted price	Price	
[EPRA0154AA] US[AS-BT] EVOLIS VISION RADAR SPEED SIGN - SOLAR Version - Reflective WHITE Front Panel ready to install including: - Speed display: 15" high (green/amber/red) - Polycarbonate front panel screen-printed "YOUR SPEED" - Integrated solar power regulator - USB and BLUETOOTH LE (Low Energy) connection - Upgradable to 3G/4G (optional) -BI-DIRECTIONAL traffic data and statistics, - Software provided for PC and Smartphone, - Mounting kit included (excluding clamps), - 2-year warranty	20.00 Unit(s)	3,100.00	0.00	3,100.00	\$ 62,000.00	
[EACC0042AA] 95W solar panel (fastenings included - IN)	20.00 Unit(s)	600.00	0.00	600.00	\$ 12,000.00	
[EACC0046AB] Yuasa battery pack 12V22Ah with integrated fuse protection (8A) - 6-month warranty	40.00 Unit(s)	125.00	0.00	125.00	\$ 5,000.00	
[DCE] Delivery Charge EXPRESS	1.00 Unit(s)	1,800.00	0.00	1,800.00	\$ 1,800.00	
[99900] Discount TPS26	1.00 Unit(s)	-26,800.00	0.00	-26,800.00	\$ -26,800.00	
Total discount HT:					\$ 26,800.00	
Net Total :					\$ 54,000.00	
Taxes (20%):					\$ 0.00	
Total :					\$ 54,000.00	

CUSTOMER CONTACT INFO:
• Name: LARRY Rafferty
• Phone: 708-364-8125

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Description	Qté	P.U	Disc.(%)	Discounted price	Price
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• Email: lrafferty@orlandpark.org

QUOTE PRICING AND EXPIRATION:

- Quote valid until : 06/30/2026
- PROMO CODE / OFFER: TPS26

Valid for agreement

(Stamp, Signature and Date)

The :

TERMS AND CONDITIONS PER THE VILLAGE OF ORLAND PARK PURCHASE ORDER SHALL APPLY



Romel Molina
Account Manager

Phone : (646) 878-6259 | Fax : (646) 770-3906 | Email : sales@elancity.net | Website : www.elancity.net

Bank data : First American Bank, 700 Busse Road, Elk Grove Village, IL 60007

Swift : FAMBUS44 / ABA : 071922777

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS ELAN CITY, INC.

1. Applicability

~~(a) These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by the seller named on the previous pages of these Terms ("Seller") to the buyer named on the reverse side of these Terms ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.~~

~~(b) The accompanying purchase order (the "Sales Confirmation" and these Terms (collectively, this "Agreement")) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.~~

2. Delivery

~~(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit.~~

~~(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Buyer's location (the "Delivery Point") using Seller's standard methods for packaging and shipping such~~

~~Goods. Buyer shall take delivery of the Goods within seven (7) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.~~

~~(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.~~

~~(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).~~

3. Non-Delivery

~~(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.~~

~~(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's~~

~~negligence) unless Buyer gives written notice to Seller of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.~~

~~(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.~~

~~(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.~~

4. Title and Risk of Loss

~~Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.~~

5. Amendment and Modification

~~These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.~~

6. Inspection and Rejection of Nonconforming Goods

~~Buyer shall inspect the Goods within three (3) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.~~

7. Price.

~~(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date of Buyer's purchase order.~~

~~(b) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.~~

8. Payment Terms

~~(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the (a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments hereunder by any Payment Method and in US dollars.~~

~~(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs~~

~~incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.~~

~~(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.~~

9. Limited Warranty

~~(a) Seller warrants to Buyer that for a period of twenty-four (24) months ("Warranty Period"), from the date of shipment of the Goods that such Goods will materially conform to Seller's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. This statement excludes the Batteries, for which the Warranty Period is limited to six (6) months.~~

~~(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.~~

~~(c) Products manufactured by a third party ("Third Party Product")~~

~~may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.~~

~~(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11 unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.~~

~~(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11 if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.~~

~~(f) Subject to Section 11 above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.~~

~~(g) THE REMEDIES SET FORTH IN SECTION 11 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.~~

10. Limitation of Liability.

~~(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.~~

~~(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID~~

~~TO SELLER FOR THE GOODS SOLD HEREUNDER.~~

~~(c) The limitation of liability set forth in Section 12(b) above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.~~

11. Indemnification for Improper Use.

~~To the extent permitted by applicable law, the Buyer will defend the Seller and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Seller, and its respective officers, representatives, directors, employees, and agents ("Indemnified Party") from and against any and all third party claims, lawsuits, damages, costs (including reasonable attorneys' fees), expenses, liens and proceedings arising from personal injury (including death) or damage to property, incurred by or asserted against an Indemnified Party, in any manner arising out of or relating to a) Buyer's acts, omissions and misrepresentations, b) Buyer's failure or alleged failure to comply with applicable laws, and/or (c) Buyer's use, promotion or sale of products provided by Seller (each a "Third-Party Claim" and collectively "Third-Party Claims") and will indemnify for damages finally awarded by a court of competent jurisdiction with respect to any Third-Party Claim~~

12. Compliance with Law.

~~Buyer shall comply with all applicable laws, regulations, and ordinances in connection with the proper use of these products. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes~~

~~all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.~~

13. Termination.

~~In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.~~

14. Waiver.

~~No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.~~

15. Confidential Information.

~~All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked,~~

~~designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.~~

16. Force Majeure

~~No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating~~

~~the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains unexcused for a period of thirty (30) consecutive days following written notice given by it under this Section 18, either party may thereafter terminate this Agreement upon ten (10) days' written notice.~~

17. Assignment

~~Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.~~

18. Relationship of the Parties

~~The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.~~

19. No Third Party Beneficiaries

~~This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.~~

20. Governing Law

~~All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.~~

21. Arbitration

~~Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York, NY. The arbitration shall be governed by the laws of the State of New York. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without~~

~~the prior written consent of both parties.~~

~~22. Notices.~~

~~All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the signed quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre paid), facsimile (with confirmation of~~

~~transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.~~

~~23. Severability.~~

~~If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this~~

~~Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.~~

~~24. Survival.~~

~~Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Arbitration and Survival.~~

INFORMATION - SIGNATURE - STAMP

Delivery address

Site name:
 Address:
 Post code: City:

Delivery schedule : (mandatory in case of equipment purchase)

Monday to Friday: to
 Closing days:

Contact

Name :
 Tel.:
 E-mail address of@.....

Specific information

.....

The signatory declares having the capacity to represent and bind the buyer.
 S/he declares having reviewed and validated these general terms and conditions of sale.

Approved on:

First name Last name:

Title:

Signature

Village of Orland Park, IL Purchase Order

Terms and Conditions

Hereinafter, the Village of Orland Park is referred to as "Village," and the Vendor identified on the face of the purchase order ("Order") is referred to as "Vendor." Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those on other Purchase Orders.

General: The Order becomes a binding contract upon the terms and conditions set forth herein when accepted by acknowledgement or any performance. No variations of the Order, including these terms and conditions, is authorized unless such variation has been approved by the Village in writing. These terms and conditions supersede all prior or contemporaneous oral or written communications, agreements, requests for proposals, or proposals. Acceptance of this order constitutes acceptance of all conditions herein stated.

Price and Payment: No variation of such purchase price indicated on the face of the Order shall be effective unless authorized by the Village. The Village agrees to pay the Vendor upon acceptance of the goods and/or work described in the Order pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Taxes: The Village is exempt from payment of federal excise tax, state and local service occupation tax, the Illinois Use Tax, the Service Use Tax, and Retailers Occupational Tax.

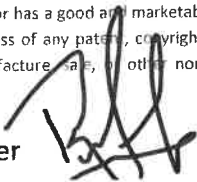
Delivery of Goods/Performance of Service: All goods and services ordered by the Village shall be delivered or performed at the cost of the Vendor. All goods shall be delivered FOB, prepaid, to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or any other address provided in the Order. Regardless of FOB point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which occur prior to inspection and acceptance by the Village. Time is of the essence for completion of the Order. Vendor shall provide notice to the Village of any delays in deliveries or performance. Unreasonable delays, as determined by the Village, will constitute substantial non-performance and shall be grounds for termination of this Contract. The specific quantities ordered must not be changed without the permission of the Village

Quality of Goods: Village reserves the right to inspect all shipments and services within a reasonable time subsequent to delivery and to reject any material which may be defective or not in accordance with the Order's specifications as to quality or performance. The Village's acceptance shall not be deemed to be a waiver of the Village's right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, latent or patent, or other breach of warranty. For all defective or non-conforming goods or materials, the Village may, by written notice to the Vendor, (a) rescind the Order as to such non-conforming goods (b) accept such goods as an equitable reduction in price; or (c) reject such non-conforming goods and require the delivery of suitable replacements. Substitutions, changes, and prices other than specified must be authorized in writing by the Village.

OWNERSHIP OF WORK PRODUCT: All work product produced by the Vendor under this Order is the exclusive property of the Village. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Vendor and the Village intend that such Work Product shall be deemed "work made for hire" of which the Village shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Vendor hereby irrevocably assigns and transfers to the Village all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Vendor shall obtain such interests and execute all documents necessary to fully vest such rights in the Village. Vendor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Vendor are and will remain the exclusive property of Vendor. Vendor hereby grants to the Village a non-exclusive, perpetual, irrevocable, world-wide license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing intellectual property rights incorporated into the Work Product(s).

Warranty: The Vendor warrants that all goods and/or services supplied or performed shall be the quality, type, sort, quantity and description established in the Order, free from defects, and suitable for and will perform in accordance with the purposes for which they were intended. The Vendor warrants that any services provided are authorized under license, certification, and/or requisite training as required by industry standards, professional standards, manufacturers' requirements, and/or statute, and shall be rendered to the highest professional standards. Vendor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has a good and marketable title to same, and Vendor agrees to hold the Village free and harmless of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale, or other normal disposition of any article or material furnished hereunder.

Romel Molina
Account Manager



Indemnification: The Vendor shall indemnify, hold harmless, and defend the Village, its directors, agents, officers, employees, and elected officials from lawsuits, actions, costs (including attorneys' fees) claims, or liabilities brought because of any injuries or damages received or sustained by an person, persons, or property on account of any act or omission, neglect or, misconduct of Vendor, its officers, agents, subcontractors and/or employees arising out of, or in the performance of any of the provisions of the Order, including any claims for any infringements of patent, trademark or copyright; claims arising out of or relating to Vendor's failure to provide public records to the Village in accordance with the Freedom of Information Act; or any claims or amounts arising in whole or in part, in consequence of the performance of work set forth in the Order. The Village shall have the right to defense counsel of their choice.

COMPLIANCE WITH LAWS: The Village and the Vendor further recognize and agree that this Order is subject to all State and Federal laws which may be applicable. Vendor agrees to comply with all federal, State and local laws, ordinances, statutes, rules and regulations in the performance of the Contract or execution of this Order. The Village and the Vendor further recognize and agree that this Order is subject to all State and Federal laws which may be applicable. The Vendor shall obtain all necessary local and state licenses and/or permits that may be required for performance of the work and provide those licenses to the Village prior to commencement of the work. The Vendor shall supply material safety data sheets for all goods or materials as required by the Toxic Substances Disclosure to Employees Act. The Vendor is and shall remain an "equal opportunity employer." All equipment and materials shall comply with all Federal, State, and local safety rules and regulations including OSHA.

PREVAILING WAGE: In the manner and to the extent required by law, services subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a contractor or any subcontractor of a contractor bound to this agreement who is performing services covered by this contract. If awarded, per 820 ILCS 130 et seq. as amended, contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this agreement (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

TERMINATION: The Village may, by written notice to Vendor, terminate the Order, or any part thereof, for any or no reason, and shall pay Vendor for goods and services accepted as of the date of termination. The Village may also, by written notice, terminate this Contract, in whole or in part, for failure of Vendor to perform any of the provisions, including failure to deliver goods or services as and when specified. Without limiting the Village's rights and remedies at law or in equity, the Village reserves the right to charge Vendor for any loss, expense (including reasonable attorneys' fees) or damage sustained as a result of Vendor's failure to deliver conforming goods or services or other breach of the Order or this Contract, including without limitation, expenses incurred in connection with Village's purchase of substitute goods, incidental damages and consequential damages resulting from Vendor's failure or breach.

MISCELLANEOUS: (a) Any notification by either party to the other under the Contract shall be in writing and delivered to the other party at the address shown in the Order. (b) The failure of the Village to insist upon performance of any of the terms of the Order or to exercise any right or privilege in this Contract shall not be construed as a waiver of any such terms, conditions, rights or privileges. (c) Vendor shall not assign the duties and obligations without the express written consent of the Village. (d) The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois. (e) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. (f) Duties and obligations of any party that extend into the future, shall survive the expiration or termination of this Contract. There are no third-party beneficiaries to this Contract.

Insurance: The Vendor performing work on Village-owned or leased facilities or property shall during the entire term of the contract, maintain at its own expense insurance in full force and effect with financially sound and reputable insurers, which includes: (a) commercial general liability (including product liability) in a sum no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (b) workers' compensation insurance in compliance with applicable law; (c) automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$1,000,000. as applicable. Upon Village's request, Vendor shall provide Village with a certificate of insurance evidencing the coverage specified in this order.

Entire Agreement: These terms and conditions along with the Order shall constitute the parties' entire agreement relating to its subject matter. No modification to this Contract will be binding unless it is in writing and includes a signature by an authorized representative of each party.

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...MORE AUTONOMOUS,
EFFICIENT AND
CONNECTED!

The EVOLIS Radar Speed Sign is a highly effective traffic-calming tool that can be used in a wide variety of traffic scenarios and environments.

The EVOLIS Radar Speed Sign: a portable powerhouse in traffic safety... Built with durable ABS Injection Molded Resin, weighing a mere 20lbs! With an extended vehicle detection range of over 1,000 feet, it uses superior Doppler radar technology. The 15" speed digits, illuminated by ultra-bright, tricolor LEDs, catch attention. Driver behavior correction is achieved through programmable messages and speed digits, resulting in an impressive 25% decrease in overall speed.

Choose flexibility with the EVOLIS RSS: battery-operated or solar-powered options available. Embrace energy autonomy and reduce your carbon footprint. The full-option package ensures immediate functionality and a remarkable autonomy of up to 7000 vehicles per day. Additionally, enjoy bi-directional traffic data collection and comprehensive analysis software, eliminating the need for subscription fees and providing free updates for life.

Join the global success of the EVOLIS RSS, trusted by 10,000 communities worldwide with over 30,000 units installed. Its superior design, advanced technology, and user-friendly nature make it an indispensable tool for enhancing road safety and promoting responsible driving.

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EACH PACKAGE INCLUDES:

- 30"x28" Evolis Radar Speed Sign (2 power choices)
- Highly visible 15" speed digits: 3 rows of tri-color LEDs
- 3M Diamond Grade Reflective Sheeting Front Face
- Customizable message display
- Bi-directional traffic data collection
- Comprehensive analysis & configuration software
- FREE updates & NO subscription fees!
- Bluetooth + smartphone app
- Mounting kit & specific accessories for solar or battery-operated packs
- 2 year warranty

ElanCity

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www.elancity.net
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The new EVOLIS

Radar Speed Sign

TECHNICAL CHARACTERISTICS

WANT MORE
INFORMATIONS



SPEED DISPLAY	Speed Digits	Height: 15"
	"YOUR SPEED" legend	1.65" Highway-Gothic font
	LEDs	Ultra-bright, 3-row thick LEDs, Amber-only mode or tri-color: Amber, Green and Red.
	Visibility	1.000 feet
	Power consumption	Ultra-low power consumption. Average <5W
	Flash rate	Default setting: 54 cycles/minute. Configurable
TEXT DISPLAY	LEDs	Ultra-bright, Amber
	Messages	Pre-programmed or entirely personalized
	Size-font / Graphics	Choice of size and font, 1 or 2 lines of text
DETECTION	Doppler radar	Bidirectional, K-Band, 24.125 GHz (FCC part 15 compliant)
	Accuracy	+/- 1 Mph, 99% accuracy
	Beam width	33° Horizontal and Vertical
	Speed detection	9 – 160 Mph
	Detection range	500 feet to 1.000 feet (configurable)
CASING	Material	Robust, anti-corrosive ABS injection molded resin; Curved polycarbonate front face
	Size / Weight	Dimensions: 30"H x 28"W x 6"D - Weight: 20lbs (without batteries)
	Front face	3M Diamond Grade Reflective Sheeting
	Waterproof rating	NEMA 4R / IP 65
	Color	UV treated light grey (other colors available)
	Temperature resistance	-40° F to +140° F (operational in extreme weather conditions)
User access	External access to the batteries, the control screen and the USB port. Secured by two locks	
CONFIGURATION	Evocom	Software for radar configuration + FREE updates
	Communication	USB, Bluetooth®, EVOMOBILE Smartphone application and 4G (Optional)
	Thresholds	Speed (min, limit, max), anti-racing, flashing, color change (if activated)
	Timer mode	(School-zone mode) Alternative speed threshold: up to 2 settings / 4 time slots per day
	Stealth mode	Continuous traffic data collection with blank display
TRAFFIC DATA ANALYSIS	Evograph	Software for traffic data analysis + FREE updates & NO subscription fees ever
	Speed	Average and maximum speed, 85th percentile, distribution per speed group
	Count	Estimated vehicle count
	Type	Bi-directional, time-stamped data
	Memory storage	Up to 5 millions vehicles
Format	Charts and graphs in Excel and/or Pdf form, for easy report printing	
POWER OPTIONS	"Solar-Mobile"	Solar-powered Portable, fully autonomous, powered through solar panel and batteries
	"Ultra-Mobile"	Battery-operated Portable, fully battery-powered with average 14 days autonomy, includes external charger
	"AC"	City lighting (available in certain states) Stationary, powered by battery charged through and dependent on city lighting
ACCESSORIES	Mounting kits	Curved, ABS-injected resin, universal mounting-bar (pole and pole straps not included)
	Solar panel	32" x 27" x 1.4", 95 Watts solar panel w/ aluminum bracket mounting kit
	Batteries	12V/22AH batteries included: AC X 1, Solar-Mobile X 2, Ultra-Mobile X 4



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