

**AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
SIEMENS INDUSTRY, INC. TO PROVIDE SECURITY CAMERA INSTALLATION AND
INTEGRATION FOR THE DELHI LIBRARY**

THIS AGREEMENT is made and entered into this 3rd day of June, 2025 by and between Siemens Industry, Inc. (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of security camera installation and integration for a security camera project at the Delhi Library.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in Consultant’s Proposal, attached hereto as **Exhibit A** and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in **Exhibit A**, attached hereto and incorporated herein. The total sum to be expended under the term of this Agreement shall not exceed \$64,603.00.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City’s standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant’s account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals

which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on October 31, 2025, unless terminated earlier in accordance with Section 17, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Consultant shall procure and maintain for the duration of the agreement, the following insurance coverages:

Minimum Scope and Limit of Insurance. Consultant shall maintain limits of insurance coverage in the following minimum amounts and shall be at least as broad as:

- ☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ☐ **Automobile Liability (AL):** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), with combined single limits of \$1,000,000. In the event Consultant does not maintain commercial automobile liability insurance, City will accept evidence of personal automobile insurance with existing limits, which can be lower than \$1,000,000.
- ☐ **Workers’ Compensation (W/C):** as required by the State of California, with statutory limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident, per employee, per policy for bodily injury or disease. This requirement can be waived if Consultant has no employees.
- ☐ If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ☐ CGL and AL policies: City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, equipment, and personnel furnished in connection with such work or operations.
- ☐ All required insurance policies: Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant for City.
- ☐ All required insurance policies: For any claims related to this contract, Consultant’s insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
- ☐ All required insurance policies: A severability of interest provision must apply for all the additional insureds, ensuring that Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.
- ☐ Each insurance policy required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially

changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment.

- ☐ Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: (Name of Department Staff Responsible for Agreement), Address of Department Responsible for Agreement, M-XX, Santa Ana, CA 92701. The name and location of the event should be included in the Description of Operations section of each certificate.

Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City.

Verification of Coverage. Consultant shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- ☐ The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- ☐ Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
- ☐ If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Company must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

Subcontractors. Consultant shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from sub-contractors.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal

injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary

and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: City Clerk
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988
 Santa Ana, CA 92702-1988

 Library Services Director
 Library Services Agency
 City of Santa Ana
 26 Civic Center Plaza
 Santa Ana, CA 92702

To Consultant: Siemens Industry, Inc.
 Attn: Benjamin Peeples
 14930 Greenlead St.
 Sherman Oaks, CA 91403

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. ☐ Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. ☐ All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures appear on following page]

**SIGNATURE PAGE TO AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
SIEMENS INDUSTRY, INC. TO PROVIDE SECURITY CAMERA INSTALLATION AND
INTEGRATION FOR THE DELHI LIBRARY**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

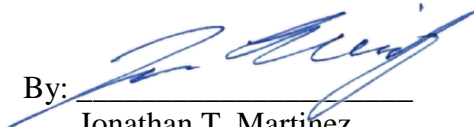
CITY OF SANTA ANA

Jennifer L. Hall
City Clerk


Alvaro Nuñez
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

SIEMENS INDUSTRY INC.

By: 

Jonathan T. Martinez
Assistant City Attorney



[Benjamin Peeples \(May 20, 2025 08:02 PDT\)](#)
Benjamin Peeples
Branch General Manager

RECOMMENDED FOR APPROVAL



Brian Sternberg
Library Services Director
Library Services Agency

EXHIBIT A

SIEMENS

PROPOSAL

Delhi Library - VMS & CCTV Installation

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

CITY OF SANTA ANA

DELIVERED ON

April 24, 2025

SMART BUILDINGS

Transforming the Everyday



Contact Information

Proposal #:	9636090
Date:	April 24, 2025

Sales Executive:	Hannah Canales
Branch Address:	6141 Katella Avenue Cypress, CA 90630
Telephone:	(657) 413-8648
Email Address:	hannah.canales@siemens.com

Customer Contact:	Library Team
Customer:	CITY OF SANTA ANA
Address:	20 CIVIC CENTER PLAZA
	SANTA ANA CA 92701
Services shall be provided at:	Delhi Library

Scope of Work

Siemens has been asked by City of Santa Ana - Delhi Library, to provide and install (6) IP cameras and associated hardware. Siemens will provide the server, switch, and enclosures as listed in the equipment list. Siemens will run the cabling to each IP camera, install/program the IP cameras, install/program the Gen 11 Server to provide a fully operational system. *This agreement will be executed in accordance with the City of Santa Ana Police Department's Agreement A-2020-202.*

Equipment List

Qty	Ref #	Description
2	PNM-C16013RVQ	4MP x 4, AI, IR mini multi-directional camera
2	PNM-12082RVD	HANWHA- PNM-12082RVD-NETWORK VANDAL OUTDOOR 2CH IR DOME CAMERA, (6MP X 2 SENSORS) 12MP @ 15FPS, 3.4~6.8MM(2X) (95.08°~47.64°) MOTORIZED VARIFOCAL LENS, TRIPLE CODEC (H.265/H.264/MJPEG), IR VIEWABLE LENGTH 25M (82FT), USB PORT FOR EASY INSTALLATION,
2	QNV-8080R	HANWHA- QNV-8080R-WISENET Q NETWORK OUTDOOR VANDAL DOME CAMERA, 5MP @ 30FPS, MOTORIZED VARI-FOCAL LENS 3.1X (3.2 ~ 10.0MM) (100°~31°), TRIPLE CODEC H.265/H.264/MJPEG WITH WISESTREAM II, 120DB WDR, IR LEDS RANGE 98', DEFOCUS DETECTION, HALLWAY VIEW,
2	SBP-200HMMW	Cap Adapter
2	SBP-300CMW1	Ceiling Mount
2	SBP-215HMMW	Cap Adapter
2	SBP-300WMW1	Wall Mount
2	SBP-300KMW1	HANWHA- SBP-300KMW1-CORNER MOUNT ADAPTER ACCESSORY, USE WITH SBP-300WMW1, WHITE COLOR, MADE OF ALUMINUM
2	SBV-136BW	HANWHA- SBV-136BW-BACK BOX WITH KNOCKOUTS (QNV-8080R,QNV-6082R), WHITE COLOR
6	8Y-XPECL34	Video
6	8Y-Y3OIXCO34	MILESTONE-THREE YEARS OPT-IN SUP FOR XPROTECT CORPORATE FEDERATED ARCHITECT. DEVICE CH
1	HPE DL380	HPE DL380 Gen11 12LFF, Xeon-Silver 2.8Ghz, 2x HPE 16GB RAM, 8x 16TB, 4x 960gb, 2x 480gb Boot Drive.
1	#Q00CQMKF	UPS AMER PWR SRT1500RMXLA + 2 of AMER PWR SRT48RMBP
1	SRWF6U36	Vertical Mount Server Cabinet
1	TEG-S17	Gigabit Switch
1	760180042	24-PORT PATCH PANEL CAT6
10	760237785	UNIPRISE MODULAR RJ45 JACK CAT 6
1	TPE-TG240G	24 POE+ Switch

Qty	Ref #	Description
1	SRW6U	SMARTRACK 6U WALL MT CABINET ADJUSTABLE MOUNTING
6	R9999	Patch Cords

Pricing Summary

Pricing Summary	Sell Price
Equipment	\$39,751.83
Miscellaneous Materials	\$3,861.88
Labor	\$7,504.39
LV Integrated	\$11,484.12
Travel	\$0.00
Tax	\$2,000.31
Total Quote Price	\$64,602.53*

This price is firm for 30 days from the date of this proposal.

****Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).***

Clarifications & Exclusions

Clarifications:

- Work to be performed M-F, 7am-4p, excluding Holidays.
- Pricing includes standard ground shipping.
- Specialist labor is in Prevailing Wage.
- Pricing includes one (1) year warranty on materials.
- If additional work is needed, a change order will follow.
- Supply chain delays may lead to significant lead times
- Siemens has included Milestone Device Licenses.
- Siemens proposal is being submitted based on the above means and methods and scope of work provided herein, and pricing is reflective of the above scope of work only.
- Siemens requires that this proposal is signed and or included as an exhibit to any contract documentation as our stipulated scope of work.
 - *This agreement will be executed in accordance with the City of Santa Ana Police Department's Agreement A-2020-202*

Exclusions:

- Construction permits to be excluded.
- Costs associated with schedule acceleration, project meetings, multiple trips onsite due to incompleteness of others, or multiple unplanned phases are excluded.
- Fiber, coring, conduit is excluded.
- Engineer drawings are excluded.
- Performance or Payment bonds are excluded.
- Patching and Painting is excluded from Siemens scope.
- Siemens assumes 120VAC at required locations (server, monitor, switch, etc.) and is excluded from Siemens scope.
- Fire caulking currently excluded and assumed provided by others (party providing conduit).

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$64,602.53 and the estimated return on investment are based on the items outlined in this proposal. ANY STATEMENTS MADE HEREIN REGARDING SAVINGS THAT MAY BE ACHIEVED BY IMPLEMENTING THE SERVICES OFFERED IN THIS PROPOSAL ARE ESTIMATES ONLY. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, SHALL BE CONSTRUED TO ARISE FROM SUCH STATEMENTS, NOR SHALL SUCH STATEMENTS BE CONSTRUED AS CONSTITUTING A GUARANTEE BY SIEMENS THAT SUCH SAVINGS WILL OCCUR IF THE SERVICES ARE IMPLEMENTED.

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Siemens RAM Projects Business Standard Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Proposal is valid for thirty (30) days from the delivery date of April 24, 2025. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$64,602.53

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

Terms & Conditions Link(s)

Terms and Conditions (Click to download)

[Terms & Conditions \(Restricted\)](#)

(www.siemens.com/standard-terms-project-restricted)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Click on addendum below to read/download

[Mass Notification](#)

(www.siemens.com/mass-notification-addendum)

[Monitoring](#)

(www.siemens.com/monitoring-addendum)

[Online Backup and Data Protection](#)

(www.siemens.com/data-backup-addendum)

[Software License Warranty](#)

(www.siemens.com/software-license-addendum)

[Consulting](#)

(www.siemens.com/rider-consulting)

[Shooter Detection System](#)

(www.siemens.com/shooter-detection-addendum)

[Body Temperature](#)

(www.siemens.com/thermal-camera-addendum)

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Hannah Canales

Name

9636090

Proposal #

\$64,602.53

Proposal Amount

April 24, 2025

Date

Accepted by:

CITY OF SANTA ANA

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required











Siemens Delhi Library Agreement APPVD AS TO FORM

Final Audit Report

2025-05-20

Created:	2025-05-13
By:	Dylan Dario (ddario@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi9z7nx_fBdOOa3edKRraBg6U6KFETr0z

"Siemens Delhi Library Agreement APPVD AS TO FORM" History

-  Document created by Dylan Dario (ddario@santa-ana.org)
2025-05-13 - 4:59:15 PM GMT
-  Document emailed to Brian Sternberg (bsternberg@santa-ana.org) for signature
2025-05-13 - 4:59:23 PM GMT
-  Email viewed by Brian Sternberg (bsternberg@santa-ana.org)
2025-05-13 - 4:59:33 PM GMT
-  Document e-signed by Brian Sternberg (bsternberg@santa-ana.org)
Signature Date: 2025-05-13 - 5:55:27 PM GMT - Time Source: server
-  Document emailed to Benjamin Peeples (benjamin.peeples@siemens.com) for signature
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-  Email viewed by Benjamin Peeples (benjamin.peeples@siemens.com)
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-  Email viewed by Benjamin Peeples (benjamin.peeples@siemens.com)
2025-05-14 - 3:38:36 PM GMT
-  Email viewed by Benjamin Peeples (benjamin.peeples@siemens.com)
2025-05-20 - 3:01:24 PM GMT
-  Document e-signed by Benjamin Peeples (benjamin.peeples@siemens.com)
Signature Date: 2025-05-20 - 3:02:19 PM GMT - Time Source: server
-  Agreement completed.
2025-05-20 - 3:02:19 PM GMT