

City of Sacramento
City Council - 5PM Report
915 I Street Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2026-01711

11/10/2026

[Contract] Cooperative Purchase Agreement: Replacement Sewer Vacuum Equipment
[Published for 10-Day Review 10/29/2026]

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Location: Citywide

Recommendation: Pass a **Motion:** 1) approving the use of the Sourcewell cooperative purchase agreement with Vac-Con (Contract No.021726-VAC) for the purchase of replacement sewer vacuum equipment; and 2) authorizing the City Manager or designee to execute the contract with Vac-Con for an amount not-to-exceed \$6,000,000.

Contact: Stacey Chatman, Program Specialist, (916) 808-6711, schatman@cityofsacramento.org; Alison Kerstetter, Fleet Manager, (916) 808-1163; akerstetter@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Contract

Description/Analysis

Issue Detail: The Department of Public Works, Fleet Management Division, is responsible for purchasing the City's fleet assets. During the FY27 replacement cycle, there is a need to purchase replacement combination sewer cleaners for the Department of Utilities. Units 12941 and 12942 are on the replacement cycle list as part of the approved FY27 Budget. These sewer cleaners are essential for cleaning and removing debris from drains and pipes, which helps maintain the City's infrastructure, improves readiness for storm events, and ensures compliance with specific regulations.

Unit #	FY27 Budget
12941	\$844,800
12942	\$844,800
Grand Total	\$1,689,600

There are a total of 17 fleet assets that are sewer cleaning equipment. Three units have the possibility of being replaced within the next three years (the term of the contract) so to take advantage of the entire term of the contract and facilitate these purchases, staff recommends a not-to-exceed amount that will accommodate both current and future needs in an amount of \$6,000,000. The cooperative purchase agreement supporting these acquisitions is valid through 2031, providing flexibility for additional purchases as required.

Policy Considerations: The recommendations and actions in this report comply with the following policy requirements: *Sacramento City Code Section 3.56.240*: Authorizes the use of piggybacking or cooperative purchasing agreements. *Sacramento City Code Section 3.56.090*: Requires City Council approval for any agreement of \$250,000 or more. *Sacramento City Code Section 4.04.020 and City Council Rules of Procedure, Chapter 7, Section E.2.d*: Require additional posting time for labor agreements and all agreements greater than \$1 million.

This item was published on October 29, 2026, for a 10-day review period in accordance with City Code.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the proposed activities in this report involve the purchase of vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act guidelines and is therefore not subject to CEQA Guidelines Section 15060(c)(3).

Sustainability: The recommended purchase agreement is consistent with the updated Fleet Sustainability Policy adopted by City Council on December 12, 2017 (Resolution No. 2017-0478) and California Air Resources Board (CARB) regulations as there are no comparable zero emission models available for purchase that meet operational requirements.

Commission/Committee Action: None

Rationale for Recommendation: The Department of Utilities has two 2018 Vac-Con combined jet/sewer cleaners (Units 12941 and 12942) scheduled for replacement in FY 2026/27. After evaluating options, staff recommends replacing these units with similar models, requiring a new contract with Vac-Con. Establishing this contract proactively will reduce lead times-typically six to twelve months-and enable efficient future purchases.

The Sourcewell cooperative purchase agreement with Vac-Con Inc. offers the City the best value, as it was competitively bid nationally and provides greater discounts through volume purchasing. Cooperative procurement also reduces administrative costs and maximizes staff resources by leveraging shared contracting efforts with other agencies.

The City has successfully used regional and national cooperative agreements to complement its own contracting initiatives, allowing departments to access a wider range of opportunities and maximize cost savings.

Financial Considerations: The recommended contract amount is not to exceed \$6,000,000. Purchases will be funded from the Department of Public Works FY2026/27 operating budget (Fleet Fund 6501) and allocated to the Department of Utilities Wastewater Fleet Project (106146000, Sewer Fund, Fund 6006) for FY27. Sufficient funding is available in both the Department of Public Works operating budget and the Department of Utilities Fleet Project to support this purchase.

Local Business Enterprise (LBE): Vac-Con is not a Local Business Enterprise (LBE). The minimum LBE participation requirement is waived when the City uses cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies, regardless of their LBE programs.

CONTRACT #: PRC004663
CONTRACT NAME: Sewer Vacuum, Hydro-Excavation/ Municipal Pumping Equipment
AGREEMENT TERM: 10/27/26-6/11/30
AUTHORIZED RENEWALS: One, one year extension
DEPARTMENT/DIVISION: Public Works / Fleet Management

PROJECT: None
NOT-TO-EXCEED AMOUNT: \$6,000,000
SOLICITATION: Cooperative
LBE (Y/N): N
COUNCIL FILE ID: 2026-01711

CITY OF SACRAMENTO

COOPERATIVE/PIGGYBACKING AGREEMENT

The City of Sacramento ("City") and VAC-CON, INC. ("Contractor"), hereby agree to this Cooperative/Piggybacking Purchase Agreement ("Agreement"), effective as of 10/27/2026.

WHEREAS, the City wishes to purchase SEWER VACUUM, HYDRO-EXCAVATION AND MUNICIPAL PUMPING EQUIPMENT, pursuant to the terms of this Agreement and Contract No. 021726-VAC, dated 6/10/26 (the "Cooperative Contract," which is incorporated herein by this reference), with SOURCEWELL ("Cooperative Purchasing Organization").

NOW THEREFORE, Contractor and the City agree as follows:

1. The City agrees to purchase, pursuant to the terms of this Agreement and the Cooperative Contract, SEWER VACUUM, HYDRO-EXCAVATION AND MUNICIPAL PUMPING EQUIPMENT. In no way shall payment from City to Contractor under this Agreement exceed \$6,000,000.
2. Scope of work. [***To be completed by the City representative***] [***Check one or both***]:
[] City's purchase of the goods and/or services described herein shall be as set forth in Exhibit ____.
The goods and/or services shall be delivered to the City no later than _____. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in Exhibit ____; and/or
[X] City's purchase of the goods and/or services described herein, including the date(s) of delivery, shall be as set forth in purchase order(s) issued by the City. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in a purchase order.
3. The City shall have all the same pricing, terms, conditions, rights, and obligations as the Cooperative Purchasing Organization under the Cooperative Contract.
4. Term. [***To be completed by the City representative***] [***Check one***]:
[] The term of this Agreement shall run through _____.
[X] The term of this Agreement shall run concurrent with the term of the Cooperative Contract.
If the Cooperative Purchasing Organization renews or extends the Cooperative Contract by written amendment, then this Agreement will automatically extend, not to go beyond a total term of five years.
In addition to whichever line above in this Section 4 is checked, (i) the City may terminate this Agreement upon notice to Contractor, and (ii) at any time prior to expiration of this Agreement, the City has the option to extend the term of this Agreement through the term of the Cooperative Contract, inclusive of any renewals and extensions to the Cooperative Contract.

5. Contractor shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Agreement or the Cooperative Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement or the Cooperative Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

6. Insurance Requirements. **[To be completed by the City representative]**.

Contractor shall, at Contractor's sole cost and expense and for the full term of this Agreement or any extension thereof, satisfy the following insurance requirements which shall apply to Contractor's performance under this Agreement. **[Check one]**:

☒ the insurance limits and obligations contained in the Cooperative Contract. The City shall have all the same rights as the Cooperative Purchasing Organization under the Cooperative Contract. Contractor shall provide the City with certificates of insurance evidencing the insurance required upon request.

☐ the insurance requirements contained in the document titled "Cooperative Agreement Insurance Exhibit" located at: <https://www.cityofsacramento.gov/finance/procurement/standard-agreements>, which is incorporated herein by reference.

7. Public Work Requirements. **[To be completed by the City representative]**.

The services provided under this Agreement include **[Check any if applicable]**:

☐ Construction work in an amount exceeding \$25,000;

☐ Land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or

☐ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any lines above in this section 7 is checked, this Agreement includes "Public Work" under the California Labor Code and is subject to the additional terms and conditions specified in the document titled "Public Work Requirements" located at:

<https://www.cityofsacramento.gov/finance/procurement/standard-agreements>, which is incorporated herein by reference.

8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of or related to this Agreement will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts. All disputes arising out of or relating to this Agreement shall be resolved exclusively in the courts identified above. No party shall be required to submit to arbitration, mediation, or any other form of alternative dispute resolution, and no waiver of the right to a jury trial shall apply. Each party shall bear its own attorneys' fees and costs in connection with any claim, dispute, or litigation arising out of or relating to this Agreement.
9. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under this Agreement, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
10. Contractor warrants and represents that the person or persons executing this Agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this Agreement and bind Contractor to the terms hereof.
11. Except as specifically modified herein, all terms and conditions of the Cooperative Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions of the Cooperative Contract as modified by this Agreement. In the event of any conflict or inconsistency between the Cooperative Contract and this Agreement, this Agreement shall govern. In the event of any conflict or inconsistency between this Agreement and any document provided by Contractor, including but not limited to quotes, invoices, order forms, and acknowledgements, this Agreement shall govern. City's signature on, or approval of, any of Contractor's documents shall not constitute agreement to any term conflicting or inconsistent with this Agreement.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Rachel Deel*
Rachel Deel (Sep 24, 2026 08:32:58 EDT)

Title: Sales Administrative Supervisor

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Paul Gale*

Title: Sr. Dep City Atty

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: